

36.1.03 ~~Transmission~~ ~~01-Generation~~ Interconnection Request:

~~An Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an~~ Interconnection Customer that seeks to interconnect ~~or add Merchant Transmission Facilities to the Transmission System~~ ~~new-generation in~~, or to increase the capacity of ~~existing Merchant Transmission Facilities~~ ~~generation already~~ interconnected ~~with the Transmission System, or to advance the construction of any transmission enhancement or expansion other than Merchant Transmission Facilities that is included in the Regional Transmission Expansion Plan prepared pursuant to Schedule 6 of the Operating Agreement, in, the PJM Region~~ shall submit to the Transmission Provider a ~~Transmission~~ ~~Generation~~ Interconnection Request. The Transmission Provider shall acknowledge receipt of the ~~Transmission~~ ~~Generation~~ Interconnection Request (electronically when available to all parties, otherwise written) within five business days after receipt of the request and shall attach a copy of the received ~~Transmission~~ ~~Generation~~ Interconnection Request to the Transmission Provider's acknowledgment.

1. ~~Transmission~~ ~~Generation~~ Interconnection Request Requirements.

a. To be assigned a PJM Queue Position pursuant to section 201, a ~~Transmission~~ ~~Generation~~ Interconnection Customer must submit a complete and fully executed ~~Transmission~~ ~~Generation~~ Interconnection Feasibility Study Agreement, a form of which is located in the PJM Tariff, Attachment ~~SN~~. To be considered complete at the time of submission, the Interconnection Customer's ~~Transmission~~ ~~Generation~~ Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:

~~(i.) specification of the location of the proposed Merchant Transmission Facilities~~ ~~generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and~~ ~~of attach a map in PDF format depicting the~~ ~~substation(s)~~ ~~property boundaries and the location of the generating unit site); and~~

~~(ii) evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three (3) years, such as a deed, option agreement, lease, or other~~ ~~location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities~~ ~~similar document acceptable to the Transmission~~ ~~System~~ ~~Provider; and~~

~~ii. a description~~ ~~(iii) the MW size~~ of the proposed ~~Merchant Transmission Facilities; and~~

~~iii. generating unit or the~~ ~~nominal capability or amount of~~ increase in ~~MW capability of an existing generating unit, and identification of any MW portion of the facility's capability (in megawatts) of the proposed Merchant Transmission Facilities or planned increase in the capability of the existing facilities on which any proposed Merchant Network Upgrades would be installed; and~~ ~~that will be a Capacity Resource; and~~

~~iv. (iv) identification of the fuel type of the proposed generating unit or upgrade thereto; and~~

~~(v) a description of the equipment configuration, and a set of preliminary electrical design specifications; and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and~~

~~(vi) the planned date the proposed Merchant Transmission Facilities generating unit or increase in MW capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date the request that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities generating unit or increase in capability will take more than seven years; and~~

~~v. if the request relates to proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities that will interconnect with the Transmission System and with another control area outside the PJM Region, the Transmission Interconnection Customer's election to receive either:~~

~~1. Transmission Injection Rights and/or Transmission Withdrawal Rights, or~~

~~2. Incremental Deliverability Rights, Incremental Auction Revenue Rights, Incremental Capacity Transfer Rights, and Incremental Available Transfer Capability Revenue Rights, associated with the capability of the proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities; and~~

~~vi. if the Transmission Interconnection Customer will be eligible to receive Incremental Deliverability Rights under Section 235 of the Tariff, identification of the point on the Transmission System where the Transmission Interconnection Customer wishes to receive Incremental Deliverability Rights created by the construction or installation of its proposed Merchant Transmission Facilities; and~~

~~(vii.) any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and~~

~~viii. Deposit.~~

~~(viii) if Behind the Meter Generation is identified in the request, the requirements under section 36.1A must also be met; and~~

~~(ix) Deposit.~~

~~(1.) A deposit shall be submitted to the Transmission Provider, as follows:~~

~~a.(i) Provided that the maximum total deposit amount for a Transmission ~~Generation~~ Interconnection Request submitted in the fifth- calendar month of the current New Services Queue will not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Transmission ~~Generation~~ Interconnection Request is received in the first four calendar months of the current New Services Queue; ~~or~~~~

~~b.(ii)~~ Provided that the maximum total deposit amount for a ~~TransmissionGeneration~~ Interconnection Request submitted in the fifth- calendar month of the current New Services Queue will not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the ~~TransmissionGeneration~~ Interconnection Request is received ~~within~~ the fifth calendar month of the current New Services Queue;~~or~~

~~c.(iii)~~ Provided that the maximum total deposit amount for a ~~TransmissionGeneration~~ Interconnection Request submitted in the fifth- calendar month of the current New Services Queue will not exceed \$130,000, a deposit of \$30,000 plus \$200 for each MW requested, if the ~~TransmissionGeneration~~ Interconnection Request is received ~~within~~ the sixth calendar month of the current New Services Queue.

~~2.)~~ Ten percent (10%) of each total deposit amount is non-refundable. Any unused non-refundable deposit monies will be returned to the ~~TransmissionGeneration~~ Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the ~~TransmissionGeneration~~ Interconnection Customer withdraws its ~~TransmissionGeneration~~ Interconnection Request, or the ~~TransmissionGeneration~~ Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies will be used to fund:

~~a.i.~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the ~~TransmissionGeneration~~ Interconnection Request and/or associated Queue Position; and/or

~~b.ii.~~ Any restudies required as a result of the rejection, termination and/or withdrawal of such ~~TransmissionGeneration~~ Interconnection Request; and/or

~~c.iii.~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or ~~Transmission and/or~~ Generation Interconnection Requests by the Interconnection Customer.

~~3.)~~ Ninety percent (90%) of each total deposit amount is refundable, and the Transmission Provider will utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:

~~a.(i)~~ The cost of the Queue Position acceptance review; and

~~b.(ii)~~ The cost of the deficiency review of the Interconnection Customer's ~~TransmissionGeneration~~ Interconnection Request (to determine whether the ~~TransmissionGeneration~~ Interconnection Request is valid); and

~~c.(iii)~~ The dollar amount of the Interconnection Customer's cost responsibility for the ~~TransmissionGeneration~~ Interconnection Feasibility Study; and

~~d.(iv)~~ If the TransmissionGeneration Interconnection Request is deemed to be modified (pursuant to section 36.2A of Part VI of the PJM Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money will be applied to cover all of the costs incurred by the Transmission Provider up to the point of such TransmissionGeneration Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies will be applied to cover:

~~i.(a)~~ The costs of any restudies required as a result of the modification, ~~(pursuant to section 36.2A of Part VI of the PJM Tariff)~~, rejection, termination and/or withdrawal of such TransmissionGeneration Interconnection Request; and/or

~~ii.(b)~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the TransmissionGeneration Interconnection Request and/or associated Queue Position; and/or

~~iii.(c)~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.

~~iv.(d)~~ If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies will be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

~~4.)~~ Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider will apply any remaining refundable deposit monies toward:

~~a.(i)~~ The Interconnection Customer's cost responsibility for any other studies conducted for the TransmissionGeneration Interconnection Request under Part VI of the PJM Tariff, which will be applied prior to the deposit monies collected for such other studies; and/or

~~b.(ii)~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests and/or New Service Requests by the Interconnection Customer.

~~5.)~~ If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies will be returned to the TransmissionGeneration Interconnection Customer.

~~6.)~~ The Interconnection Customer must submit the total required deposit amount with the TransmissionGeneration Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the TransmissionGeneration Interconnection Request, the

~~Transmission~~Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the ~~Transmission~~Generation Interconnection Request will be terminated prior to reaching the deficiency review stage).

~~(7.)~~ Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position.

2. Deficiency Review. Within five business days of the Interconnection Customer submitting a ~~Transmission~~Generation Interconnection Request, ~~the~~ Transmission Provider shall provide a deficiency review of the ~~Transmission~~Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid ~~Transmission~~Generation Interconnection Request.

a. ~~If~~With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a ~~Transmission~~minimum of three (3) years, if a ~~Generation~~ Interconnection Request meets all requirements set forth above, the Transmission Provider will start the deficiency review. ~~Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review will not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.~~

b. Pursuant to section 9, Cost Responsibility, of the ~~Transmission~~Generation Interconnection Feasibility Study Agreement (PJM Tariff, Attachment ~~SN~~), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

i. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:

1. Withdraw the ~~Generation~~ Interconnection Request during the deficiency response period (as described below); or

2. Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).

3. If the Interconnection Customer fails to complete either (1) or (2) above, ~~the~~ ~~Transmission~~Generation Interconnection Request shall be deemed terminated and withdrawn.

ii. ~~_____~~If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten (10) business days of Transmission

Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten (10) business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the ~~TransmissionGeneration~~ Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the ~~TransmissionGeneration~~ Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) business days of receipt of the ~~TransmissionGeneration~~ Interconnection Request that such ~~TransmissionGeneration~~ Interconnection Request is deficient. This notification is referred to as a deficiency notice.

i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.

ii. The Interconnection Customer will be provided ten (10) business days to respond to the deficiency notice. This ten business day period is referred to as the deficiency response period.

1. Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or ~~evidence (such as generation site control) and/or monies~~ that the Transmission Provider's deficiency notice identified as being required to constitute a valid ~~TransmissionGeneration~~ Interconnection Request.

2. If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the ~~TransmissionGeneration~~ Interconnection Request shall be deemed to be terminated and withdrawn.

iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five (5) business days to review ~~the each~~ Interconnection Customer's response to the deficiency notice.

1. If the ~~TransmissionGeneration~~ Interconnection Request is still deficient after the Transmission Provider's additional five (5) business day review and the full ten (10) business days of the Interconnection Customer's deficiency response period have expired, the ~~TransmissionGeneration~~ Interconnection ~~RequestRequests~~ shall be deemed to be terminated and withdrawn.

iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the ~~TransmissionGeneration~~ Interconnection Request shall be deemed to be terminated and withdrawn.

3. Because of the required Transmission Provider deficiency review periods (including the additional five (5) business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten (10) business day deficiency response period, as described above, a ~~Transmission~~Generation Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the ~~Transmission~~Generation Interconnection Request shall be deemed to be terminated and withdrawn.- Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue ~~shall will~~shall be deemed terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.

4. ~~The~~In accordance with section 201 of Part VI of the PJM Tariff, the Transmission Provider will assign Queue Positions ~~as of the date and time of receipt of all information required~~ pursuant to section 201 36.1.01. If the information required pursuant to section 36.1.01 is provided to the Transmission Provider in separate submissions, the Queue Position will be assigned based on the date and time of receipt of all the ~~last~~ required ~~piece of~~ information set forth in this section 36.1.03. -

5. ~~Deficiencies~~Deficiency notices will be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.

6. Adjacent Control Area Stipulation. If applicable, within thirty (30) calendar days of submitting its Transmission Interconnection Request, the Interconnection Customer shall provide evidence acceptable to the Transmission Provider that Interconnection Customer has submitted a valid interconnection request with the adjacent Control Area(s) in which it is interconnecting. Transmission Interconnection Customer shall maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for this Transmission Interconnection Request. If Interconnection Customer fails to maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for this Transmission Interconnection Request, this Transmission Interconnection Request shall be deemed to be terminated and withdrawn.