



# Incorporating Interconnections as Drivers for Multi-Driver Projects: Legal and Tariff Issues

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- Interconnection Process
  - Studies (See e.g., Tariff §§ 203, 205, 206, 207)
    - Will scope of Interconnection Studies include evaluating the use of Multi-Driver Projects to facilitate an interconnection?
    - Will Interconnection Customers be responsible for costs of studying the feasibility of Multi-Driver Projects?
    - Will potential use of a Multi-Driver Project trigger re-studies?
    - Will the timing of interconnection studies be impacted due to evaluating Multi-Driver Projects for interconnections?

- Interconnection Customer Responsibility for Share of Multi-Driver Project Costs (See e.g., Tariff §§ 212.1, 213.1, 217)
  - But for test – how costs of Multi-Driver Project will meet this test?
  - How will net benefits resulting from generation interconnection driver be accounted for (e.g., if Multi-Driver Project is cheaper than project needed for both RTEP needs and to accommodate interconnection)?
  - Will Interconnection Customer be responsible or elect to be responsible for accelerating construction of Multi-Driver Project to accommodate project in-service date?

- Interconnection Customer Responsibility for Share of Multi-Driver Project Costs (See e.g., Tariff §§ 212.1, 213.1, 217) **(cont.)**
  - Will costs of a Multi-Driver Project be allocated to subsequently queued interconnection requests?
  - Will current responsibility to pay only for minimum upgrades necessary for interconnection be impacted?

- Security (See e.g. Tariff §§ 212.4(b), 213.4(b): ISA Appendix 2 § 11.2.1)
  - How much security is required for share of Multi-Driver Project?  
100% or some lower percent
  - When will security be due? Can it be deferred?
  - Will security be reduced as construction on Multi-Driver Project progresses?

- Agreements (See e.g., Tariff §§ 212, 212.4(a), 213, 213.4(a))
  - Does the prospect of a Multi-Driver Project impact timing of PJM tendering ISA or UCSA?
  - Must an Interconnection Customer have an executed ISA for the interconnection to be considered as a driver for a Multi-Driver Project?
  - Will a CSA be required for the Multi-Driver Project?

- Rights (See e.g., Tariff Subpart C – Rights Related to Customer Funded Upgrades §§ 230 – 237)
  - How will the Incremental ARR be determined and allocated for the portion of the Multi-Driver Project that is customer-funded?

- Cancellation of Interconnection Project (See e.g., ICSA Form Appendix 2 § 14)
  - What will be the cost responsibility of the cancelling Interconnection Customer?
  - Will security be forfeited?
  - Will the Multi-Driver Project be re-evaluated?
  - How will cost responsibility of other Interconnection Customers that share cost responsibility for the Multi-Driver Project be determined?
  
- Participation in Multi-Driver Project – Mandatory or Optional



- Cancellation of Multi-Driver Project
  - Restudy Interconnection Request
    - How will re-studies be funded?
  - Cost Responsibility for Re-tooled Upgrades
    - What will Interconnection Customer's cost responsibility be if costs of re-tooled upgrades are greater than the Interconnection Customer's share of the cancelled Multi-Driver Project?
  - Interconnection In-Service Date before completion of Re-tooled Upgrades
    - How will Interconnection Customer's In-Service Date be facilitated?

## – Rights

- How will rights such as Capacity Interconnection Rights and Incremental ARR be preserved?