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August 31, 2016

The Honorable Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E., Room 1A  
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C., Docket No. ER16-2518-000  
Filing to Support Interconnection Request and Feasibility Study Process, and Ensure  
Recovery of Interconnection Request Review and Study Costs*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),<sup>1</sup> and part 35 of the Federal Energy Regulatory Commission (“Commission” or “FERC”) regulations,<sup>2</sup> PJM Interconnection, L.L.C. (“PJM”) hereby submits for filing numerous revisions to Parts IV and VI of the PJM Open Access Transmission Tariff (“Tariff”) to support the Interconnection Request and Feasibility Study process through revised Interconnection Request, deficiency review and deposit usage rules.<sup>3</sup> These revised rules are designed to alleviate delays in the interconnection process that affect all Interconnection Customers by encouraging Interconnection Customers to submit valid Interconnection Requests in the first instance. The revisions also ensure proper recovery of Interconnection Request review and study costs from the Interconnection Customers initiating such costs (through submission of Interconnection Requests), instead of socializing such costs to PJM customers. Finally, these revisions align the Queue Position and System

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. Part 35.

<sup>3</sup> Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Tariff.

Impact Study requirements with the rest of the revisions proposed herein, and correct a number of minor Tariff errors.

PJM is an independent regional transmission organization (“RTO”) that does not own or control any generation. Therefore, the appropriate standard of review for this proposal is the “independent entity” standard.<sup>4</sup> The proposed revisions submitted herein were developed in the PJM Earlier Queue Submittal Task Force, and subsequently vetted in and overwhelmingly endorsed by the larger PJM stakeholder body. As discussed below, the revisions proposed in this filing are outside the scope of the Commission’s current technical conference proceedings addressing a variety of generator interconnection issues and issues raised in other Commission proceedings.<sup>5</sup> Accordingly, PJM files the proposed Tariff revisions as Attachment A (redlined) and Attachment B (clean), and requests that the enclosed revisions become effective on October 31, 2016, just before the next November 1<sup>st</sup> open queue window, and, sixty-one days post filing.<sup>6</sup>

## **I. BACKGROUND**

On May 30, 2008, PJM submitted a filing to comply with the Commission’s Order Approving Contested Settlement, issued on April 10, 2008 in Docket No. EL08-36-000.<sup>7</sup> As part of that filing, PJM proposed to revise the procedures regarding deposits, scoping meetings,

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<sup>4</sup> *Midwest Indep. Transmission Sys. Operator, Inc.*, 138 FERC ¶ 61,233, at P 28 (2012) (stating “independent entities, such as RTOs and ISOs, are entitled to more flexibility in proposing variations than are non-independent entities, primarily because they do not have affiliated generation and thus are less likely than non-independent entities to favor one generator over another”); *Calif. Indep. Sys. Operator Corp.*, 133 FERC ¶ 61,223, at P 73 (2010) (“because CAISO is an independent entity with no generation of its own, it does not have an incentive to unduly discriminate against small generators. The Commission has previously recognized this special nature of ISOs and RTOs by providing them the opportunity to seek an independent entity variation”).

<sup>5</sup> *Review of Generator Interconnection Agreements and Procedures*, Notice of Technical Conference, Docket Nos. RM16-12-000, RM15-21-000 (Mar. 29, 2016) (“Notice of Technical Conference”).

<sup>6</sup> This filing is supported by the affidavit of Mr. David M. Egan, Manager of PJM’s Interconnection Projects Department (“Egan Aff.”), included as Exhibit I hereto.

<sup>7</sup> *Dominion Resources Services, Inc. v. PJM Interconnection, L.L.C.*, 123 FERC ¶ 61,025 (Apr. 10, 2008) (“Dominion Settlement Order”).

and Feasibility Study deposits in an effort to incentivize Interconnection Customers to submit their Interconnection Requests earlier in the queue process.<sup>8</sup> However, after eight years of experience under the current Tariff Interconnection Request and associated deposit rules, it has become apparent that the deposit and scoping meeting Tariff revisions adopted in 2008 have inadvertently created incentives for Interconnection Customers to submit Interconnection Requests very late in the queue window, i.e., in the last week or days before the queue window closes. The increased continual submission of Interconnection Requests at the end of the queue windows makes it challenging for PJM to start Feasibility Studies in accordance with Tariff requirements. Another unintended consequence of the 2008 deposit fee structure rules is that other PJM customers must bear the cost of Interconnection Requests that are terminated or withdrawn prior to establishing a valid Queue Position. To address these issues, since September of 2015, PJM and its stakeholders have been engaged in discussions about Interconnection Request methods and associated rules to ensure PJM's ability to commence Feasibility Studies in a timely manner, to afford PJM the means to recover costs from deposits for terminated or withdrawn requests, and to add additional clarity to the overall Interconnection Request process.

***A. Current Tariff Requirements Are Creating Perverse Incentives for Delaying Timely Submission of Interconnection Requests***

***1. The 2008 Filing***

The 2008 Filing focused upon delays in scheduling scoping meetings, in particular, the large number of Interconnection Requests filed near the end of the queue window period, as the

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<sup>8</sup> The 2008 Tariff revisions to encourage earlier submission of applications into the queue were part of a larger package of queue reform revisions. See *PJM Interconnection, L.L.C.*, Transmittal Letter, Docket No. EL08-36-001 (May 30, 2008) (“2008 Filing”).

primary cause of study process delays.<sup>9</sup> Accordingly, the 2008 proposed Tariff revisions included language requiring PJM to provide, within seven business days of receipt of a valid Interconnection Request, three possible dates for holding scoping meetings. Additionally, a tiered approach was applied to the length of time afforded to the parties to hold their scoping meetings, e.g., the parties were afforded 45 days to hold their scoping meeting if they entered the queue in the first calendar month; 30 days to hold their scoping meeting if they entered the queue in the second month; and 20 days to hold their scoping meeting if they entered the queue in the third month.<sup>10</sup> The hope was that the tiered-structured scoping meeting changes would encourage Interconnection Customers to enter the queue earlier since early entry would afford additional time to organize their scoping meetings and evaluate their projects. The proposed Tariff revisions also provided PJM with the ability to terminate an Interconnection Request in the event that the parties did not comply with the scoping meeting requirements.

In an effort to reduce the number of speculative or unviable projects and to further incentivize customers to enter the queue earlier, the 2008 Filing increased the Feasibility Study deposit amounts and implemented a tiered approach to the Feasibility Study deposits.<sup>11</sup> Pursuant to this new structure, the amount of the deposit was increased and was tied to the timing of the submission of the Interconnection Request, i.e., the earlier the Interconnection Request is received, the smaller the required deposit.<sup>12</sup> The increased study deposits were proposed

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<sup>9</sup> At the time of the 2008 Filing, PJM had four annual queues, each with a three month duration/queue window. *See PJM Interconnection, L.L.C.*, Letter Order Accepting Revised Tariff Sheets Changing Frequency of System Impact Studies and Interconnection Feasibility Studies, Docket No. ER08-280-000 (Jan. 25, 2009). As described further below, today PJM has two annual queues, and each has a six-month duration/window.

<sup>10</sup> *See* Tariff § 36.1.5.

<sup>11</sup> *See* 2008 Filing at 10-14; Egan Aff. ¶¶ 2-3.

<sup>12</sup> *See* Tariff § 36.1.01 (stating in relevant part: “(viii) an initial deposit of \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services

because, at the time, the deposits were so inexpensive that Interconnection Customers were entering the queue without significant preliminary planning or assurance as to whether their proposed projects were viable. The increased deposits also were proposed to discourage projects that were not fully developed from entering the queue, which in turn would allow PJM to use its resources for those projects that were ready to move forward with project development. The tiered deposit structure further was implemented to encourage customers to enter the queue earlier thus allowing PJM more time to process the Feasibility Studies. It also was intended to reduce the additional burden placed on PJM resources to address the increased amount of Interconnection Requests submitted at the end of the queue window.

PJM believed that the combined revisions proposed in the 2008 Filing would result in significant time savings and an improvement in handling of new Interconnection Requests. Unfortunately, eight years of experience and data have proven the need for additional measures to achieve these goals.<sup>13</sup>

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Queue; an initial deposit in the amount of \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or an initial deposit in the amount of \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue; provided, however, that the maximum initial deposit for a Generation Interconnection Request will be \$100,000 regardless of both the size and timing of such request; and (ix) a base non-refundable deposit of \$10,000, if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; a base non-refundable deposit of \$20,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or a base nonrefundable deposit of \$30,000, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue. The base and initial deposit will be credited toward the amount of the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study. Upon completion of the Feasibility Study, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Any remaining non-refundable deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. If any non-refundable deposit monies remain after all studies are complete, such monies will be returned to a Generation Interconnection Customer upon Initial Operation, or to a Transmission Interconnection Customer upon energization of completed facilities as provided in Attachment GG, Appendix III, section 20 of the Tariff.”).

<sup>13</sup> Egan Aff. ¶ 3.

2. *The Problem Remains, and is Exacerbated*

a. Large Volumes of Generation Interconnection Request Applications Submitted at the End of the Queue Window

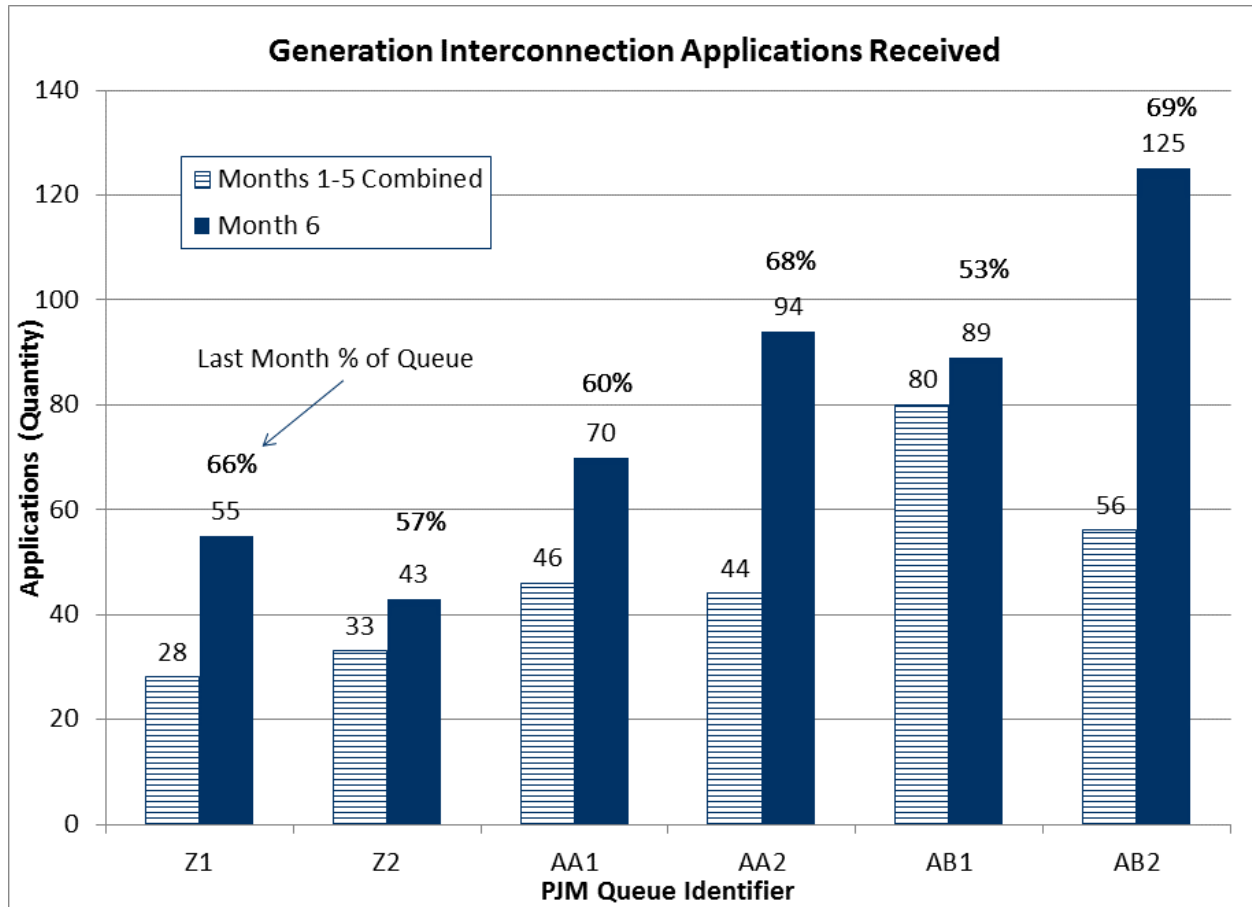
Despite the queue reforms adopted in 2008, customer behavior has not changed and the majority of Interconnection Requests still are being submitted at the end of the queue window period. Current PJM data shows that despite the Tariff revisions adopted in the 2008 Filing, PJM still receives the majority of all Interconnection Requests during the last month of the queue window. As Figure 1 below shows, during the Z1 through AB2 queue windows, PJM received more than 50% of the Interconnection Requests in a given queue window, and generally more than 60%, in the last month of that queue window.<sup>14</sup> In light of the number of Interconnection Requests that PJM receives in a given queue, this is not an insignificant issue. Taking the AB2 queue as an example, in raw numbers, 56 Interconnection Requests were submitted in months one through five of that queue, while 125 requests were submitted in month six.<sup>15</sup>

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<sup>14</sup> The Z1 through AB2 queue windows were each six months, with the Z1 queue commencing May 1, 2013 and the AB2 queue window ending April 30, 2016. Thus, these are the last six complete queue windows.

<sup>15</sup> Egan Aff. ¶ 5.

**Figure 1:**

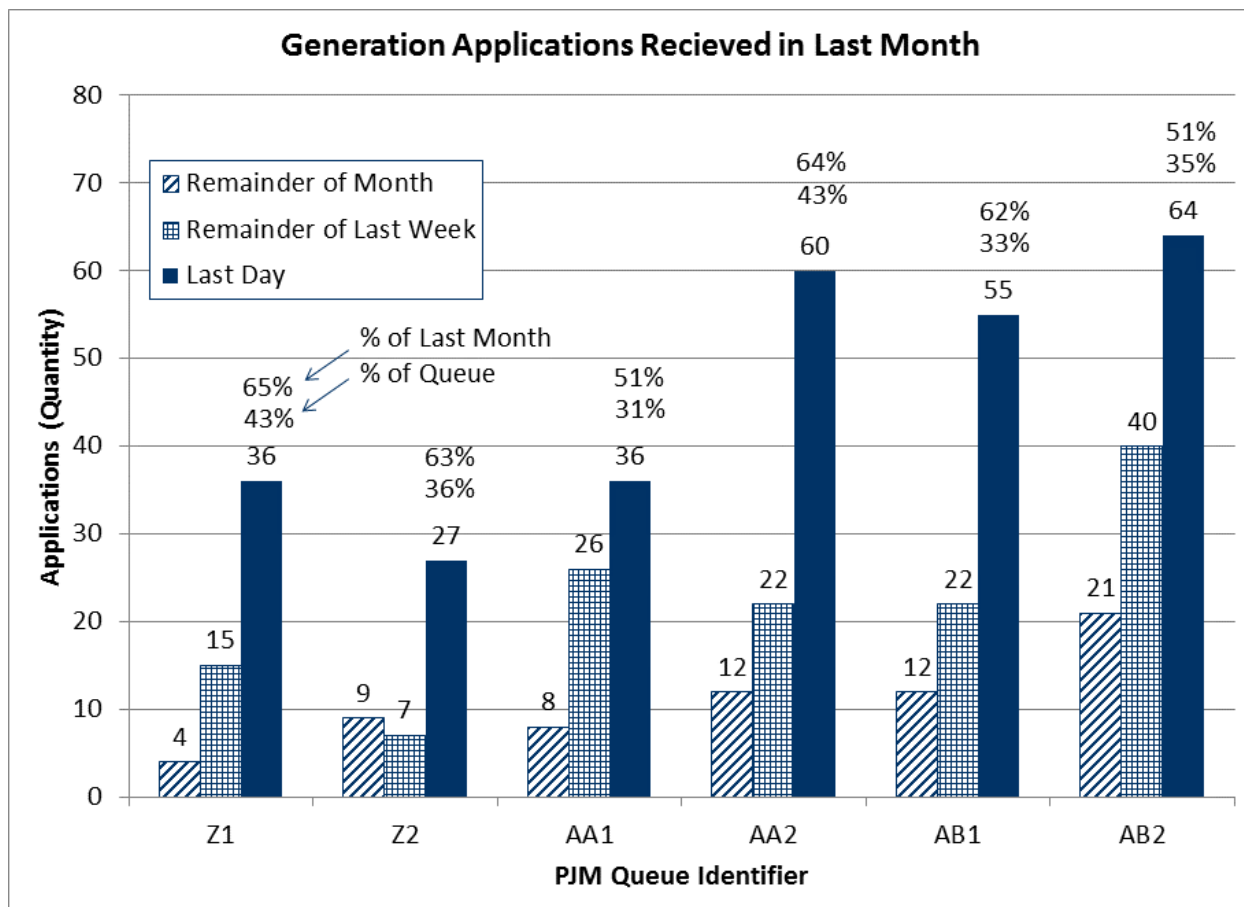


Even more telling, as demonstrated in Figure 2 below, the overwhelming majority of the requests submitted in the last month of the Z1 through AB2 queue windows were received in the last week or on the last day of that queue window.<sup>16</sup> Again using the AB2 queue as an example, of the 125 Interconnection Requests submitted in month six of that queue period, 104 of them were submitted in the last week of the queue window, and of that 104, 64 were submitted on the last day.<sup>17</sup>

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

**Figure 2:**



b. Correlation Between Interconnection Requests Submitted at the End of the Queue Window and Increased Deficiencies

Further compounding the problem is the amount of inadequate and/or deficient Interconnection Requests being submitted near the end of the queue window.<sup>18</sup> Pursuant to the Tariff, an Interconnection Request, at a minimum, must contain a number of elements to be an adequate request.<sup>19</sup> Under the present Tariff rules, PJM employees must review all

<sup>18</sup> *Id.* at ¶ 6.

<sup>19</sup> See Tariff § 36.1.01. (providing, in relevant part: “A Generation Interconnection Request shall include: (i) the location of the proposed generating unit site or existing generating unit; (ii) evidence of an ownership interest in, or right to acquire or control the generating unit site, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (iii) the size of the proposed generating unit or the amount of increase in capacity of an existing generating unit; (iv) a description of the equipment configuration and if the generating unit is a wind generation facility, a set of preliminary electrical design specifications depicting the



Interconnection Requests in the first instance just to determine whether all elements have been included to constitute a complete Interconnection Request.<sup>20</sup> PJM employees also then must review each Interconnection Request for substantive requirements, to ensure that the Interconnection Requests are not deficient.<sup>21</sup> Pursuant to Tariff section 36.1.4, an adequate Interconnection Request submission must contain every element listed in section 36.1.01 (except

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wind plant as a single equivalent generator; (v) the planned date the proposed generating unit or increase in capacity of an existing generating unit will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider unless the Generation Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capacity will take more than seven years; and (vi) any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; (vii) an executed Generation Interconnection Feasibility Study Agreement, a form of which is contained in Attachment N, pursuant to which the Generation Interconnection Customer agrees to reimburse the Transmission Provider for the cost of the Generation Interconnection Feasibility Study; (viii) an initial deposit of \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; an initial deposit in the amount of \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or an initial deposit in the amount of \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue; provided, however, that the maximum initial deposit for a Generation Interconnection Request will be \$100,000 regardless of both the size and timing of such request; and (ix) a base non-refundable deposit of \$10,000, if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; a base non-refundable deposit of \$20,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or a base nonrefundable deposit of \$30,000, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue”). *See Egan Aff.* ¶ 6.

<sup>20</sup> *Egan Aff.* ¶ 6.

<sup>21</sup> *See* Tariff § 36.1.4 (stating: “An Interconnection Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Interconnection Requests by the Interconnection Customer and until all information required under section 36.1 has been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in section 36.1, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) business days of receipt of the initial Interconnection Request. Such notice shall explain that the Interconnection Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that Transmission Provider’s notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) business days after receipt of such notice. Upon timely correction of the deficiency, the Interconnection Request shall be assigned a Queue Position under section 201 as of the date that Transmission Provider first received the request. In the event the Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by Transmission Provider’s deficiency notice under this section 36.1.4, its Interconnection Request shall be deemed to be terminated and withdrawn. Notwithstanding the above, the Interconnection Customer must submit its deposit at the time it submits its Interconnection Request. Failure to do so will result in rejection of the Interconnection Request”).

a signed Feasibility Study Agreement and/or an attempt at a proper deposit fee submittal) or face the possibility that it is deemed deficient.

PJM data further reflects an alarming trend of increased deficient Interconnection Requests being submitted near the end of the queue window, as depicted in Figure 3 below. As Figure 3 shows, from about 40 percent to nearly 70 percent of Interconnection Requests submitted in the last day of a queue window are deficient.<sup>22</sup> Many of these requests are blatantly incomplete as they often are missing minimal required data or other information that is required to be provided as part of an Interconnection Request.<sup>23</sup> Thus, PJM employees must provide additional time for the customer to submit an adequate Interconnection Request, which often is after the queue window has closed.<sup>24</sup>

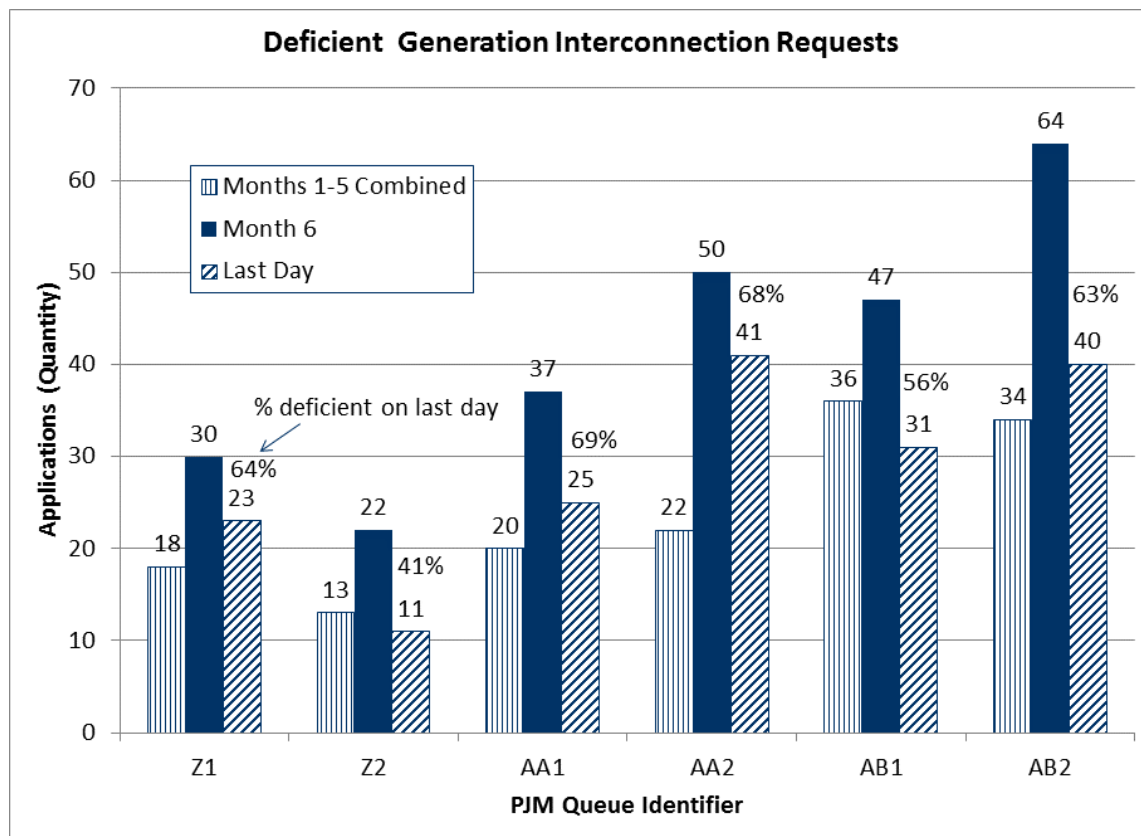
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<sup>22</sup> Egan Aff. ¶ 7.

<sup>23</sup> *Id.*

<sup>24</sup> *Id.* For the AB2 queue, 40 of 64 Interconnection Requests submitted on the last day of the queue window, or about 63%, were deficient). *See id.*

**Figure 3:**<sup>25</sup>



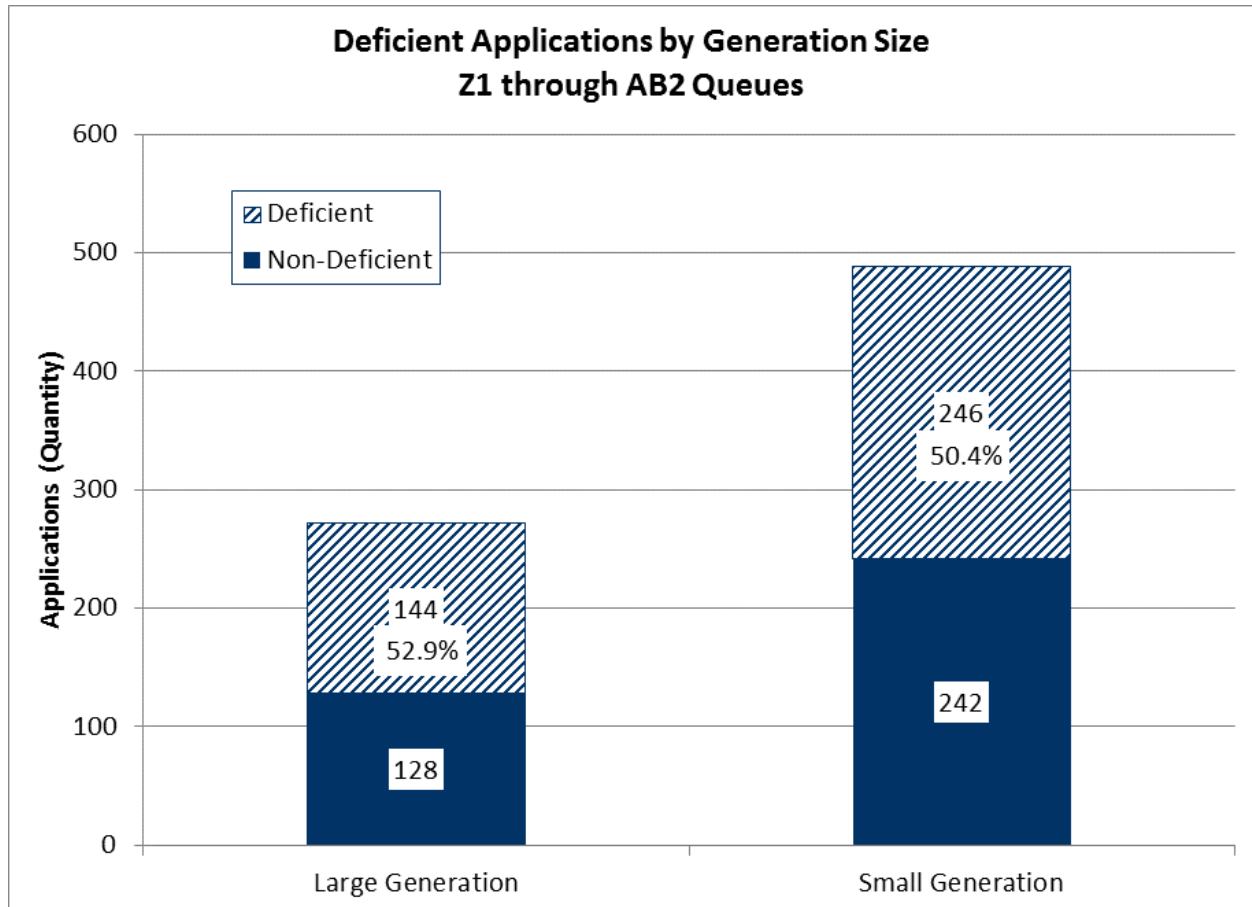
The data suggests that customers are submitting deficient Interconnection Requests in an effort to “just make” the queue window, knowing that upon clearing such deficiencies, the project will be assigned a Queue Position based upon the date and time of initial submittal of the Interconnection Request, regardless of whether a good faith effort was made to submit a complete and valid application in the first instance.<sup>26</sup> Figure 4 shows that both large generator Interconnection Requests (greater than 20 MW) and small generator Interconnection Requests

<sup>25</sup> See *PJM Queue Position Establishment Background and Support for Problem Statement*, PJM Interconnection, L.L.C., at 18 (Sept. 17, 2015), <http://pjm.com/~media/committees-groups/task-forces/eqstf/20150917/20150917-item-05-background.ashx>.

<sup>26</sup> Egan Aff. ¶ 8. Tariff § 36.1.4 (stating, in relevant part: “Upon timely correction of the deficiency, the Interconnection Request shall be assigned a Queue Position under section 201 as of the date that Transmission Provider first received the request”).

(20 MW or less) present similar concerns about submitting deficient requests, with roughly 50% of the Interconnection Requests submitted by each class of generator being deficient.<sup>27</sup>

**Figure 4**



c. Deficiency Clearing and Scoping Meeting Timing Requirements Conflict with Feasibility Study Target Dates and Cause Negative Cascading Impacts

Pursuant to Tariff section 36.1.4,<sup>28</sup> PJM has five business days to determine the validity of an Interconnection Request, e.g., five business days to assess whether the application includes all of the required section 36.1.01 elements and whether the application is substantively deficient

<sup>27</sup> *Id.*

<sup>28</sup> *Supra*, note 21.

pursuant to Tariff section 36.1.4.<sup>29</sup> Upon receipt of a deficiency notice from PJM, a customer has ten business days to clear such deficiencies, thereby rendering customer's Interconnection Request to be a valid request. A customer's deficiency response submittal necessarily requires an additional review by PJM employees, and PJM provides a final review within five business days of receiving the deficiency response submittals from the customer.<sup>30</sup>

After an Interconnection Request is deemed to be valid, i.e., a Queue Position is assigned, PJM must arrange a scoping meeting within the confines of section 36.1.5 requirements. When the current Tariff tier-structured scoping meeting language was adopted in the 2008 Filing, it was anticipated that the combined 2008 Filing changes would dissuade customers from submitting Interconnection Requests late in the queue windows. As shown above, that has not happened. Hence, PJM and the relevant Transmission Owners are now bound by the 2008 Tariff rules with unintended consequences. Within seven business days of an Interconnection Request being deemed a "valid" Interconnection Request, PJM must arrange for scoping meeting dates that can be accommodated by PJM staff, relevant Transmission Owner staff, and the Interconnection Customer staff – with all scoping meeting dates to be within 20 days of the date that such Interconnection Request was deemed "valid." This creates a significant problem, given the large number of Interconnection Requests submitted in the last week or days of the queue windows. When more than 50% of the Interconnection Requests are submitted to PJM in the

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<sup>29</sup> Egan Aff. ¶ 6. PJM estimates that it spends between one and five man-hours to review new Interconnection Requests, at an annual cost of \$125,850 now being paid by other PJM customers. *See id.* at ¶ 13. This section of Mr. Egan's affidavit provides further explanation and details of these costs. Data submittal completeness, accuracy, site identification and site control verification are the primary activities that consume staff time during the deficiency review/deficiency response period. The review can take even longer if the Interconnection Request is incomplete or deficient and is subject to further review. *See id.*

<sup>30</sup> While the 2008 Filing did not include this level of Interconnection Request review process (i.e., "implementation") detail in the Tariff, this filing proposes to include the review process detail within the Tariff in an effort to further clarify the interconnection process.

last week of the queue window, and nearly 60% of those are deficient, it becomes nearly physically impossible to hold all required scoping meetings within 20 days of the date of an Interconnection Request being deemed “valid,”<sup>31</sup> as required by section 36.1.5 of the Tariff.<sup>32</sup>

Consequently, as depicted in Figure 5 below, these cascading delays mean that PJM cannot meet the Tariff target dates for the Feasibility Study model build and/or Feasibility Study start and completion dates for all New Service Requests.<sup>33</sup>

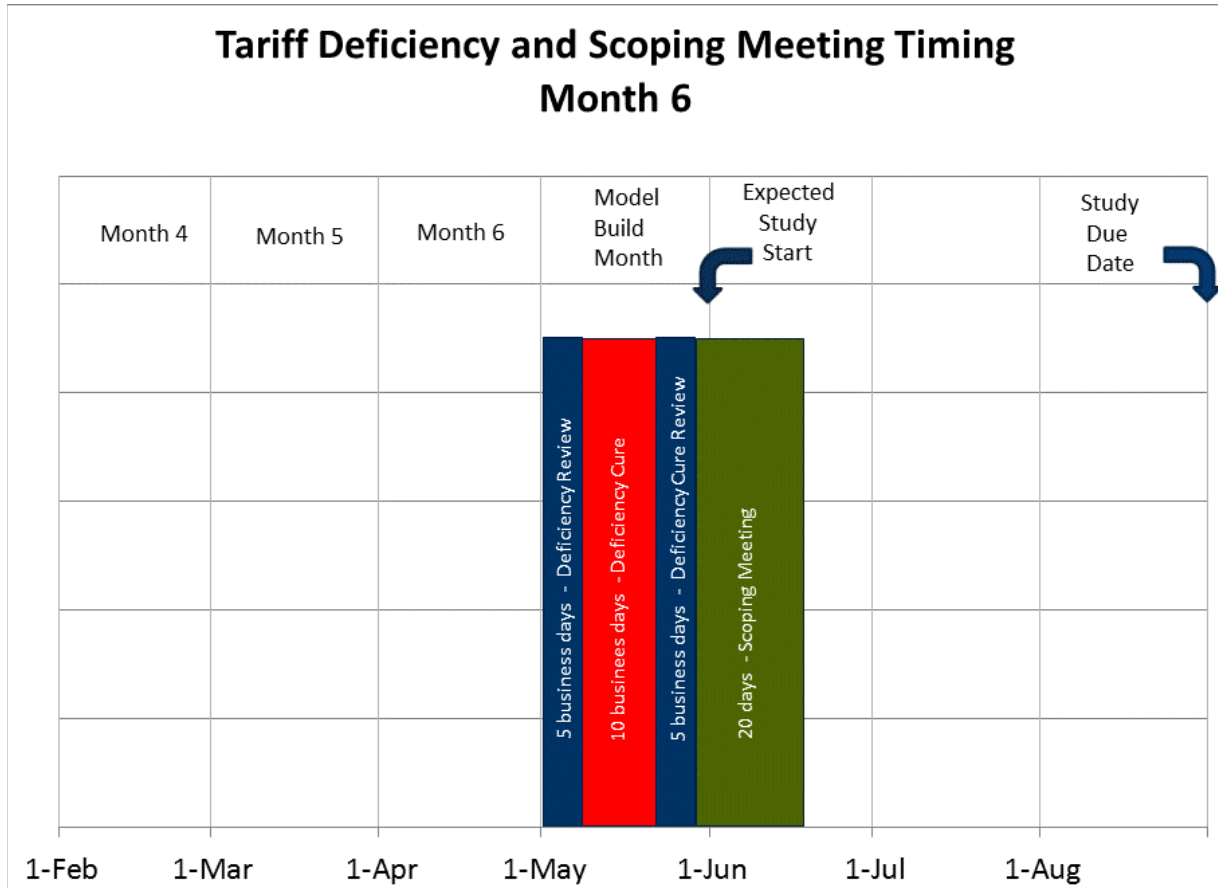
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<sup>31</sup> Egan Aff. ¶ 10. Mr. Egan indicates that for example, PJM in the AB2 queue received 104 deficient requests in the last week, 95 of which cleared their deficiencies. Thus, PJM had to arrange 95 meetings by the end of the month following the close of the AB2 queue window. As both PJM and Transmission Owners only have a fixed amount of resources to hold scoping meetings, it becomes quite difficult to schedule and hold the necessary scoping meetings within the Tariff prescribed 20-day period. *See id.*

<sup>32</sup> Tariff § 36.1.5 (“The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after receipt of a valid Interconnection Request, if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or within 30 days if the Interconnection Request is received within the fifth calendar month of the current New Services Queue; or in 20 days if the Interconnection Request is received in the sixth calendar month of the date of the beginning of the current New Services Queue.”)

<sup>33</sup> Tariff § 36.2. Section 36.2 provides that PJM shall use due diligence to complete Feasibility Studies within three months of the closing date of a queue window; *see* Egan Aff. ¶ 11. New Service Requests include Interconnection Requests. Transmission Interconnection Requests are addressed in section 36.1.03 of the Tariff, and must submit a complete and fully executed Transmission Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment S. Pursuant to the Tariff, there are several types of new generation interconnection requests with corresponding applications. Large Generation Interconnection Requests are governed by section 36.1.01 of the Tariff, and must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. Small Generation Interconnection Requests for generation resources of 20 MW or less and increases in the capacity of an existing generating unit by 20 MW or less over any consecutive 24-month period are governed by section 36.1.02 of the Tariff, and must submit a complete and fully executed Attachment N Generation Interconnection Feasibility Study Agreement. Small Generation Interconnection Requests for generation resources that are greater than 2 MW (synchronous) or greater than 5 MW (inverter-based) and increases in the capability of an existing generating unit by 20 MW or less but greater than 2 MW (synchronous) or greater than 5 MW (inverter-based) are governed by Subpart G, section 111.1 of the Tariff, and must submit a complete and fully executed Attachment N Generation Interconnection Feasibility Study Agreement. Small Generation Interconnection Requests for temporary energy resource additions of 20 MW or less but greater than 2 MW (synchronous) or greater than 5 MW (inverter-based) are governed by Subpart G, section 112.1 of the Tariff, and must submit a complete and fully executed Attachment N Generation Interconnection Feasibility Study Agreement. Interconnection Requests for permanent or temporary energy resources of 2 MW or less (synchronous) or 5 MW or less (inverter-based) are governed by Subpart G, section 112A.1 of the Tariff, and must submit a complete and fully executed Screens Process Interconnection Request, a form of which is located in the Tariff, Attachment Y. Interconnection Requests for certified inverter-based small generating facilities no larger than 10 kW are governed by Subpart G, section 112B.1 of the Tariff, and must submit a complete and fully executed Interconnection Service Agreement for Certified Inverter-Based Generating Facility, a form of which is located in the Tariff, Attachment BB.

**Figure 5:**



As depicted in Figure 5, when Interconnection Requests are submitted in the last month of the queue window, PJM’s ability to build the models for the Feasibility Studies is delayed by approximately 50 days or more because PJM must first engage in the deficiency reviews, deficiency cure periods, and the scoping meetings.<sup>34</sup> In such circumstances, PJM would be building the models from mid-June through mid-July, instead of in May. Consequently, PJM

<sup>34</sup> As described above, the initial deficiency review can take five business days, with Interconnection Customer having ten business days to cure a deficiency, and PJM requiring an additional five business days for the subsequent review, totaling 20 business days for the deficiency review process. Combined with the 20 calendar days for a scoping meeting, this means that it can be 50 calendar days after the end of the six-month queue before the scoping meeting process is completed. See Egan Aff. ¶ 6.

would only have approximately 1.5 months, instead of a full three months, to run and complete the Feasibility Studies.

PJM collectively studies all of the projects contained in a single queue for the Feasibility Study phase. Based upon this “clustered” study process, PJM determines the minimum amount of Local Upgrades and Network Upgrades required to ensure all reliability criteria violations that occur as a result of the proposed projects are resolved. The Feasibility Study modeling cannot begin until all of the Interconnection Customers identify and confirm their Point(s) of Interconnection for each project in a queue, which takes place at the scoping meetings. The Point(s) of Interconnection are key to providing accurate Feasibility Study analysis, scope, and costs. Accordingly, the deficient Interconnection Requests and those filed near or at the end of the queue window hinder PJM’s ability to develop the modeling necessary to perform the Feasibility Study at the close of a relevant queue.

As depicted above, commencement of the modeling necessary for the Feasibility Study can be delayed until approximately the mid-point (i.e., approximately 50 days) of the first of three study months. Delaying the start of the studies leads to delays in identifying the reliability violations, which, in turn, delays PJM’s ability to provide results to the affected Transmission Owners, who must provide the mitigation to resolve the violation.<sup>35</sup> Moreover, delays in issuing Feasibility Study Reports are exacerbated for geographic areas with greater concentrations of Interconnection Requests.<sup>36</sup> Thus, the delays in starting the studies challenge the ability of PJM and Transmission Owners to meet Tariff target date requirements, and can

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<sup>35</sup> Egan Aff. ¶ 11.

<sup>36</sup> *Id.*



cause a cascading effect on subsequent study phases (e.g. System Impact Studies and Facilities Studies).<sup>37</sup>

The scoping meetings slide into the Feasibility Study model build and commencement dates that cause cascading delays in the Feasibility Study model runs and delays in subsequent study phases for the affected queue (e.g., System Impact Studies, etc.). The delays in subsequent study phases for the affected queue create yet another significant issue – a negative impact on a customer’s ability to participate in PJM’s Reliability Pricing Model (“RPM”) Base Residual Auctions (“BRAs”) – i.e., the PJM capacity market.<sup>38</sup>

Pursuant to the current Tariff language, the queue window that commences in November each year should receive the completed System Impact Study by the end of March, 18 months later. Separately, the RPM BRA commences in early May. In order to participate in the correlating May BRA, the Interconnection Customer would need to return the Facilities Study Agreement timely in April, 30 days after receipt of the System Impact Study. If there are any delays to the interconnection study phases, then the projects in this particular queue would experience a full year delay in the ability to participate in a BRA. The inability to participate in the initial correlating BRA often negatively impacts a project’s ability to obtain financing approvals as many projects use the anticipated capacity market revenue projections as a basis upon which to obtain construction financing from lending institutions.<sup>39</sup>

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<sup>37</sup> *Id.* at ¶ 12.

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

***B. Other PJM Customers are Bearing the Cost of Interconnection Requests and Study Fees for Projects that Withdraw or Terminate Prior to Obtaining a Queue Position***

All Interconnection Requests must be accompanied by the appropriate refundable and base non-refundable deposit amounts. As noted above, under the 2008 Filing construct, the refundable and base non-refundable deposits for the Interconnection Requests vary by the type (MW size) of the project/resource, and the month the Interconnection Request is received.<sup>40</sup> This current graduated fee structure has proven to be both complex and burdensome without producing the original intended result, i.e., incentivizing submission of Interconnection Requests earlier in the queue. Even the increased deposit fee amounts implemented as part of the 2008 Filing did not dissuade customers from submitting their Interconnection Requests later in the queue windows.

The 2008 Filing added language to ensure that non-refundable deposits were spent first, when they were used at all.<sup>41</sup> This produced another unintended consequence whereby customers stay in the queue until all of the non-refundable deposit monies are completely spent, rather than making a timely withdraw of an otherwise non-profitable/non-viable project.<sup>42</sup>

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<sup>40</sup> *Supra*, note 12. For example, pursuant to Tariff, Sections 36.1.01(viii) and (ix), “an initial deposit of \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; an initial deposit in the amount of \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or an initial deposit in the amount of \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue” and “a base non-refundable deposit of \$10,000, if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; a base non-refundable deposit of \$20,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or a base nonrefundable deposit of \$30,000, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.”

<sup>41</sup> Egan Aff. ¶ 14.

<sup>42</sup> *See id.* at ¶ 14. Pursuant to the current Tariff rules, for those projects that stay in the queue, unused non-refundable deposit monies that have not been spent for the Feasibility Study will be carried over to the next study phase and applied toward study expenses on a going forward basis. In the event a project drops out of the queue, PJM will refund the balance of the deposit monies to the interconnection customer, minus the non-refundable portion of the deposit monies. If any non-refundable deposit monies remain after all studies are

While the appropriate combined refundable and base non-refundable deposit amounts must be provided at the time the Interconnection Request is submitted to PJM, pursuant to the present Tariff rules, PJM is unable to draw upon such deposit amounts until the Interconnection Request is deemed valid and assigned a Queue Position for the Feasibility Study to commence.<sup>43</sup> Thus, when an Interconnection Customer submits a deficient Interconnection Request, fails to properly respond to a deficiency notice and/or voluntarily withdraws the Interconnection Request during the deficiency review/deficiency response period, all deficiency review costs incurred by PJM up to the point of such withdrawal and/or termination are charged to the PJM Interconnection Projects functional budget and recovered through PJM's Schedule 9-1 administrative charge, i.e., the customer's Interconnection Request deficiency review is effectively subsidized by other PJM customers through PJM's Stated Rates in Schedule 9 of the Tariff.<sup>44</sup>

### *C. Necessary Clarifying and Clean-Up Revisions*

As the stakeholder discussions unfolded in the PJM Earlier Queue Submittal Task Force, and draft Tariff revisions were being formulated, it became clear that the organizational structure of certain sections of the Tariff was cumbersome and confusing. Numerous cross-references

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complete, such monies will be returned to the interconnection customer upon Initial Operation of the generation resource. Upon completion of the Feasibility Study, any unused refundable deposit monies will be returned to the interconnection customer. *See* Tariff § 36.1.01.

<sup>43</sup> *See, e.g.*, Tariff § 36.1.01 (vii) (stating that “the Generation Interconnection Customer agrees to reimburse [PJM] for the cost of the Generation Interconnection Feasibility Study” and “[t]he base and initial deposit will be credited toward the amount of the Generation Interconnection Customer’s cost responsibility for the Generation Interconnection Feasibility Study”). Additionally, pursuant to Tariff section 36.1.4, an Interconnection Request is not considered valid unless and until there has been a deficiency review of such request and all outstanding information has been submitted to PJM and/or all outstanding monies have been paid by the interconnection customer. Upon timely corrections of the deficiencies, the Interconnection Request shall be assigned a Queue Position pursuant to Tariff section 201. *See* Egan Aff. ¶ 14.

<sup>44</sup> *See* Tariff, Schedule 9.

added undue confusion over which specific Tariff requirements applied in certain situations.<sup>45</sup>

In addition, stakeholder discussions revealed apparent confusion over the details of long standing requirements, such as site control. Further, detailed review of the affected Tariff provisions also revealed the need for Tariff language clean-up, including deleting now obsolete language.

Accordingly, PJM and the stakeholders took this opportunity to improve the Tariff by reorganizing some sections, and eliminating several cross-references by incorporating all of the relevant requirements directly into the various subsections of the Tariff. Additionally, PJM and the stakeholders agreed to add additional language to many sections of the Tariff to clarify current Tariff requirements surrounding issues like site control; fix erroneous language; and delete obsolete language.

These conforming and clarifying Tariff revisions are set forth in more detail below. While there are numerous redlined revisions presented in this filing, many of these revisions do not add *new* Tariff requirements. Rather, the bulk of the redlined changes merely reflect reorganized, conforming and clarifying clean-up revisions to the Tariff.

## **II. PROPOSED TARIFF REVISIONS**

It is clear that the Tariff revisions adopted in the 2008 Filing to incent customers to submit Interconnection Requests earlier in the queue windows have fallen short of their intended goal. Accordingly, as set forth in more detail below, Part IV and Part VI Tariff revisions are proposed herein to shift the focus of the Tariff rules from incentivizing customer behavior to ensuring PJM is able to start Feasibility Studies in a timely manner. The proposed revisions

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<sup>45</sup> See, e.g., Tariff, Subpart G §§ 110.1 & 111.1 (“All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied.”). See also, e.g., Tariff, Subpart G§ 112.1 (“The Generation Interconnection Customer desiring the interconnection. . . must submit a completed Attachment N.”). Section 112.1 is silent upon whether all requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied.

also ensure that PJM is able to recover Interconnection Request review and study costs directly from customers' deposits, and include conforming, clarifying and clean-up changes, as discussed below.

Other than the clarifying and clean-up changes described herein, the bulk of the revisions proposed in this filing address the two narrow objectives of enabling PJM to start Feasibility Studies on time and holding Interconnection Customers responsible for their own Interconnection Request review and study costs. With that in mind, a number of parallel revisions are proposed herein to Sections 36.1.01, 36.1.03, 110.1, 111.1, 112.1 and 112A.1. As set forth above, Sections 36.1.01, 110.1, 111.1, 112.1 and 112A.1 each address a variation of new Generation Interconnection Requests with corresponding application requirements, and section 36.1.03 addresses new Transmission Interconnection Requests and corresponding application requirements.<sup>46</sup>

Since the objectives of enabling PJM to start Feasibility Studies on time and holding Interconnection Customer's responsible for their own Interconnection Request review and study costs are intertwined, and since many, if not most, of the proposed revisions to Sections 36.1.01, 36.1.03, 110.1, 111.1, 112.1 and 112A.1 are similar, the details of these proposed reforms are addressed herein collectively. Accordingly, for convenience, PJM will refer in this section of the transmittal letter only to the proposed revisions to section 36.1.01. However, such references are intended to encompass the corresponding similar proposed changes to Sections 36.1.03, 110.1, 111.1, 112.1 and 112A.1. Two different comparisons of Sections 110.1, 111.1, 112.1, 112A.1 and 36.1.03 to section 36.1.01 are provided as Attachment C to this filing.<sup>47</sup>

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<sup>46</sup> *Supra*, note 33.

<sup>47</sup> Part I of Attachment C is in redline form and reflects the individual differences in the proposed revisions of each section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 against the proposed revisions to section 36.1.01. Where there

As noted above, the appropriate standard of review for this filing is the “independent entity” standard.<sup>48</sup> PJM is an independent RTO that is not affiliated with a generation owner or other market participant. Moreover, this filing will facilitate the goals of Order No. 2003, because it is non-discriminatory and will improve the efficiency of PJM’s interconnection procedures.<sup>49</sup> Accordingly, the Commission should accept the Tariff changes proposed herein as just and reasonable, to be effective October 31, 2016, as requested.

*A. Ensuring Timely Commencement of Feasibility Studies*

Section 36.1.01 has been revised extensively to shift the focus from attempting to incentivize Interconnection Customer behavior to enabling PJM to start Feasibility Studies on time. Section 36.1.01 has also been reorganized and revised to add clarity to already existing requirements like site control and timeframes for deficiency reviews and deficiency responses. Finally, the deposit language found in section 36.1.01 has been revised and reorganized to enable PJM to immediately start drawing upon both refundable and non-refundable deposit amounts to cover costs incurred by PJM during the deficiency review and response periods. To be clear, this filing does not propose to increase the required amounts of the deposits themselves; this filing merely revises the language to enable PJM to draw upon the deposit monies to cover all

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are differences in the proposed revisions of each section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 in comparison to the revisions proposed to section 36.1.01, those differences are highlighted in yellow. An explanation of the differences is included at the beginning of Part I. For purposes of the comparisons in Part II of Attachment C, all of the proposed revisions to each section were “accepted,” (i.e., each section is presented for comparison in “clean” form instead of redline form), and then comparisons were made of each section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 against section 36.1.01.

<sup>48</sup> See *supra* note 4; see also Order No. 2003 at PP 822, 827.

<sup>49</sup> See *Calif. Indep. Sys. Operator Corp.*, 140 FERC at PP 44, 61 (2012) (accepting tariff revisions, stating proposed changes “are just and reasonable and not unduly discriminatory or preferential and meet the objectives of Order No. 2003 by increasing the efficiency of CAISO’s interconnection procedures.”)

costs associated with a specific Interconnection Request - as opposed to socializing such costs to other PJM customers.

### *1. Reorganization*

As demonstrated in Attachment A (redlines) to this transmittal letter, section 36.1.01 has been dramatically reorganized. The proposed revisions divide out and expand upon the present single, long paragraph (with subsections entwined therein) into organized subsections. The new section 36.1.01(1) addresses the Generation Interconnection Request itself - the Generation Interconnection Feasibility Study Agreement (Tariff Attachment N). Subsumed within section 36.1.01(1) is section 36.1.01(1)(i) - the newly organized and revised deposit requirement language, as discussed in greater detail immediately below. Additionally, a new deficiency review subsection has been included as new subsection 36.1.01.2,<sup>50</sup> and several subsections have been added to clarify queue position details, and date and time assignments for cleared Interconnection Request deficiencies. Finally, though the requirements have not substantively changed, PJM's website posting requirements were reorganized into new subsections 36.1.01 (6) (a) and (b).

### *2. Revisions Focused Upon Enabling PJM to Start Feasibility Studies on Time*

#### *a. Tariff Attachment N Requirements*

In an effort to reduce (if not, eliminate) the amount of deficient Interconnection Requests submitted to PJM, numerous substantive and clarifying revisions have been added to the Tariff Attachment N requirements. In the initial paragraph of section 36.1.01, clarifying language is proposed to set forth how PJM will acknowledge receipt of a Generation Interconnection

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<sup>50</sup> As noted further below, present Tariff, section 36.1.3 (Acknowledgment of Interconnection Request) and section 36.1.4 (Deficiencies in Interconnection Request) have been incorporated into each of the relevant sections, i.e., Sections 36.1.01, 36.1.03, 110.1, 111.1, 112.1 and 112A.1. Accordingly, the proposed revisions in this filing include deleting present Tariff, Sections 36.1.3 and 36.1.4, but reserving these section numbers for future use.

Request (Tariff Attachment N). New subsection 36.1.01(1) has been revised to reflect that an Interconnection Request will not be assigned a Queue Position until a complete and fully executed Tariff Attachment N is submitted. To be considered complete, such Interconnection Request must include several elements, as follows.

First, the Generation Interconnection Request must include specification of the location of the proposed or existing generating site. While this requirement is not new, in an effort to free up PJM staff from having to track this information down, this filing proposes to add additional language to new subsection 36.1.01(1)(a) requiring that the specification must include both a written description (e.g., street address, global positioning coordinates) and a map in PDF format depicting the property boundaries and the location of the generation unit site.

Second, the Generation Interconnection Request must include evidence of site control. Again, the requirement of site control is not new. However, as part of this filing, new language is added to new subsection 36.1.01(1)(b) to require demonstration of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years for large generation projects.<sup>51</sup> The three-year durational requirement for large Generation

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<sup>51</sup> As presented in the Attachment A redlines, the site control duration (time) requirement varies by the size of the project. For example, in newly proposed section 110.1(1)(a) (ii), the evidence presented for site control of a Generation Interconnection Request of 20 MW or less (or increase in capacity by 20 MW or less) must demonstrate ownership interest in, or right to acquire or control the generating unit site for a minimum of two years. Attachment A, redline § 110.1.1(1)(a)(ii). Likewise, small generation resources greater than 2 MW or the increase in capability by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based), must demonstrate ownership interest in, or right to acquire or control the generating unit site for a minimum of two years. Attachment A, redline § 111.1.1(a)(ii). Additionally, temporary Energy Resources of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must demonstrate ownership interest in, or right to acquire or control the generating unit site for a minimum of two years. Attachment A, redline § 112.1(1)(a)(ii). However, consistent with past Tariff requirements, neither transmission Interconnection Requests nor Interconnection Requests for new permanent or temporary Energy Resources of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit site control evidence demonstrating site control for a specific duration.



Interconnection Requests aligns with the routine maximum duration it takes to complete the respective study phases.<sup>52</sup>

Third, as set forth in newly proposed section 36.1.01(1)(c), the Generation Interconnection Request must include the specific MW size of the proposed generating unit or the amount of the increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource. This requirement is not new, but the proposed revisions include clarifications to this required element of Tariff Attachment N.

Fourth, a new subsection 36.1.01(1)(d) was added to specify that the Generation Interconnection Request must include identification of the fuel type of the proposed generating unit or upgrade thereto. While the existing Tariff Attachment N included this requirement, this requirement was not set forth in the corresponding Tariff section 36.1.01.

Fifth, the Generation Interconnection Request must include 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. While these requirements are not new, newly proposed subsection 36.1.01(1)(e) expands the requirement to all generation types. Having the customer provide its proposed configuration frees up PJM resources during the deficiency review process to address other issues and/or adds additional clarity to the submitted Interconnection Requests.

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<sup>52</sup> Likewise, the two-year durational requirement for small Generation Interconnection Requests found in Sections 110.1, 111.1, and 112.1 aligns with the routine maximum duration it takes to complete the respective study phases. *See Egan Aff.* ¶ 15

Sixth, as set forth in new subsection 36.1.01(1)(f), the Generation Interconnection Request must include the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service. Such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by PJM unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years. Again, this is not a new requirement. However, clarifications include replacing the word “capacity” with “capability” to make clear that this section addresses the increased MW capability; this section is not limited to Capacity MWs, as specifically associated with PJM’s RPM participation. Language was also added to make clear that the seven year “clock” runs from the date that a complete and fully executed Tariff Attachment N is submitted to PJM.

Seventh, the Generation Interconnection Request must include any additional information as prescribed by PJM. This is not a new requirement. However, it is now clearly identified to customers in new subsection 36.1.01(1)(g) that they must provide this additional information.

Eighth, as set forth in newly added subsection 36.1.01(1)(h), if Behind the Meter Generation is identified in the Tariff Attachment N, all of the requirements in Tariff section 36.1A must also be met. This is not a new requirement. This subsection (h) was added to merely clarify the requirements for those Interconnection Customers proposing to interconnect projects that are or that include Behind the Meter Generation, and to reduce the burden on PJM staff by eliminating added time spent flushing out such details during the deficiency review process.

Ninth, as is discussed in greater detail immediately below, substantial revisions were made to the deposit requirements for Generation Interconnection Requests, as provided in newly proposed subsection 36.1.01(1)(i).

b. Deficiency Review and Deficiency Response Process

Through its lack of specificity and omission of parameters, the present Tariff language incents and permits deficient Interconnection Requests. As demonstrated above, PJM's data demonstrates an increase in volume of deficient Interconnection Requests, particularly in the last days of a queue window. This phenomenon is perhaps the largest contributor towards delayed commencement of Feasibility Studies. While some of the requirements within the proposed new section 36.1.01(2) are not new, proposed section 36.1.01(2) adds additional clarity and some new parameters. Thus, it is contemplated that proposed section 36.1.01(2) will dramatically reduce PJM staff's workload, and more importantly, will reduce the required time spent processing an Interconnection Request to get it to the point of being either assigned a Queue Position or withdrawn/terminated.

Pursuant to the newly proposed section 36.1.01(2), within five business days of an Interconnection Customer submitting a Tariff Attachment N, PJM shall provide a deficiency review to determine whether a valid Interconnection Request was submitted. While this is not a new process implementation requirement, it is being added to the Tariff in an effort to provide additional clarity to the interconnection process.

Subsection 36.1.01(2)(a) provides a limited exception for site control. In recognition of the difficulty that some interconnection projects may face in order to obtain site control, subsection 36.1.01(2)(a) provides, that if a Tariff Attachment N includes all required elements set forth in Tariff Attachment N, with the limited exception of site control evidence, PJM shall

start the deficiency review. However, subsection 36.1.01(2)(a) makes clear that a Queue Position shall not be assigned until PJM receives site control evidence that is acceptable to PJM. Again, subsection 36.1.01(2)(a) merely memorializes in the Tariff the current process implementation practice.

Subsection 36.1.01(2)(b) is added to address confusion around estimated and actual study cost responsibility. While this section does not impose any new requirements (as such requirements are set forth in Tariff Attachment N, section 9), it is being added to this Tariff section to clarify study cost requirements for Interconnection Customers. Pursuant to subsection 36.1.01(2)(b), if PJM anticipates that actual study costs will exceed the refundable portion of the required deposit monies, PJM will provide the Interconnection Customer with an estimate of the additional study costs. Subsection 36.1.01(2)(b) makes clear that the estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by PJM. Subsection 36.1.01(2)(b) further clarifies that regardless of whether PJM provides an estimated additional study cost, the Interconnection Customer is responsible for and must pay all actual study costs.

Subsection 36.1.01(2)(b) further states that if PJM sends a notification of estimated additional study costs during the deficiency review period, then the Interconnection Customer must either: (1) withdraw the Interconnection Request during the deficiency response period; or (2) pay all estimated additional study costs prior to the expiration of the deficiency response period. If the Interconnection Customer fails to complete either (1) or (2), then the Interconnection Request shall be deemed to be terminated and withdrawn from the queue. Additionally, subsection 36.1.01(2)(b) provides that if PJM sends a notification of estimated additional study costs after the deficiency review period, the Interconnection Customer must pay

such estimated additional study costs within ten business days or the Interconnection Request shall be deemed to be terminated and withdrawn from the queue. PJM stakeholders wanted this new provision because if PJM does not collect enough deposit and/or the actual costs exceed the deposit amount and the Interconnection Customer withdraws the project prior to paying all invoices, other PJM customers are at risk of having to absorb these costs.

Pursuant to proposed subsection 36.1.01(2)(c), PJM shall provide a deficiency notice to the Interconnection Customer within five business days of receipt of the Tariff Attachment N if such Tariff Attachment N submission contains deficiencies. Subsection 36.1.01(2)(c)(i) requires PJM to clearly set forth the basis upon which the deficiency determination was made. Subsection 36.1.01(2)(c)(ii) provides the Interconnection Customer with ten business days to respond to the deficiency notice – the deficiency response period. Pursuant to subsections 36.1.01(2)(c)(ii)(1) and (2), within the deficiency response period, the Interconnection Customer must provide, in full, the additional information and/or evidence (such as site control evidence) and/or monies that the deficiency notice identified as being required to constitute a valid Generation Interconnection Request. If the Interconnection Customer fails to clear all identified deficiencies within the deficiency response period, the Interconnection Request shall be deemed to be terminated and withdrawn. While none of these process implementation requirements are new, PJM now includes them in the Tariff to add additional clarity to the interconnection process.

Though performed in practice based on implementation and interpretation of existing Tariff section 36.1.4, newly proposed subsection 36.1.01(2)(c)(iii) memorializes that PJM shall have an additional five business days to review each Interconnection Customer's response to a deficiency notice. If the Interconnection Request is still deficient after PJM's additional five

business day review period, and the full ten business days of the Interconnection Customer's deficiency response period have expired, then the Interconnection Request shall be deemed to be terminated and withdrawn. Likewise, pursuant to subsection 36.1.01(2)(c)(iv), if the Interconnection Customer fails to respond in full to PJM'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 deficiency notice), the Interconnection Request shall be deemed to be terminated and withdrawn.

Finally, in an effort to further strengthen PJM's ability to start the Feasibility Studies on time, new subsections 36.1.01(3)–(5) are added. Subsection 36.1.01(3) specifies that any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. Subsection 36.1.01(4) clarifies that a Queue Position shall be assigned based upon the date and time of receipt of all information required in Tariff Attachment N; and, if the information is provided in separate submissions, then the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information. Moreover, subsection 36.1.01(5) makes clear that deficiency notices shall be considered satisfied as of the date and time that PJM receives from the Interconnection Customer the last piece of required information deemed acceptable by PJM to satisfy such deficiency notice.

The Commission should accept these revisions as just and reasonable. While a majority of the changes simply clarify existing practices, they also include revisions designed to alleviate delays at the Interconnection Request evaluation stage of the interconnection process to the

benefit of all. For example, new subsection 36.1.01(3) (stating that any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn), is proposed to address the problems that arise from the large number of Interconnection Requests, many of which are deficient, submitted on the last day or days of the six-month queue window. As described above and in Mr. Egan's affidavit, the sheer number of Interconnection Requests filed in the last days of the queue, many of which are deficient, results in delays in setting up the dates for scoping meetings, as well as in the processing of the Feasibility Studies and other studies.<sup>53</sup> The impacts of these delays are significant as they hinder PJM and the Transmission Owner's ability to meet Tariff-specified scoping meeting and study target completion dates. These problems also can delay the ability of Interconnection Customers – including those who submitted complete requests early in the queue – to participate in the RPM BRAs, which not only affects the individual Interconnection Customer, but also potentially could deprive the market of competitively priced resources.<sup>54</sup> Simply put, these proposed revisions will help

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<sup>53</sup> Egan Aff. ¶¶ 10-11. The PJM Earlier Queue Submittal Task Force considered and rejected several other alternative solutions. *See id.* ¶ 16.

<sup>54</sup> *Id.* at ¶ 12. PJM is currently in the process of revising its Generation and Interconnection Process Business Practice Manual, PJM Manual 14A, to adopt procedures related to the revisions proposed in this filing pending the Commission's acceptance thereof. The Manual 14A draft revisions describe how the timing of the deficiency review process will work, by explaining that if the Interconnection Customer responds to the deficiency notice on the third business day of the ten business day cure period, PJM's additional five business day review period will run in conjunction with the Interconnection Customer's overall ten business day response period. In this example, if on the fifth business day of PJM's additional review period, PJM identifies remaining unsatisfied deficiencies, the Interconnection Customer would have two remaining business days to clear such deficiencies before its deficiency response period expired. Manual 14A explains further that if the Interconnection Customer responds to the deficiency notice on the eighth business day of the Interconnection Customer's deficiency response period, PJM's additional five business day review period will similarly run in conjunction with the Interconnection Customer's overall ten business day response period. If on the fifth business day of PJM's additional review period, which would be three business days after the Interconnection Customer's deficiency response period expires, PJM identifies remaining, unsatisfied deficiencies in the Interconnection Request, the Interconnection Request would be deemed to be terminated and withdrawn, as the Interconnection Customer would not be able to cure such deficiencies before the deficiency response period expired. Manual 14A draft revisions further explain that in order to assure participation in the relevant New Services Queue because of the required deficiency review periods, including the additional five

ensure that deficient Interconnection Requests submitted towards the end of the queue window will not negatively affect all other Interconnection Requests in a queue (e.g. those submitted earlier in the queue window or that were complete and sufficient) by holding up the timely commencement of Feasibility Studies.

Moreover, the revised deficiency review rules and deposit requirements designed to alleviate delays in the interconnection queue process are consistent with Commission policy. The Commission has recognized that RTOs need to take steps to address queue delays. It has stated expressly that queue delays in RTOs such as PJM “could prevent least cost resources from being available” in capacity market auctions.<sup>55</sup> The Commission has approved queue reform efforts in other RTOs intended to meet the Commission’s goal of “discouraging speculative or unviable projects from entering the queue [and] getting projects that are not making progress towards commercial operation out of the queue.”<sup>56</sup> The new Tariff provisions that will

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business days afforded to PJM to review an Interconnection Customer’s deficiency response, along with the Interconnection Customer’s ten business day deficiency response period, an Interconnection Customer must submit its Interconnection Request before the fifteenth business day prior to the last day (close) of the relevant New Services Queue because Interconnection Requests received within the last five business days of the queue window will inherently have no deficiency cure period available, i.e., there would only be time for PJM to conduct its initial deficiency review and if the Interconnection Request was deficient on its face it would be deemed to be terminated and withdrawn. Draft Manual 14A revisions also reiterates the new section 36.1.01(2)(c)(ii)(2) Tariff requirement that if the Interconnection Customer fails to respond in full to PJM’s deficiency notice or is still deficient at the end of the deficiency review period, its Interconnection Request will be deemed to be terminated and withdrawn. Revised Draft PJM Manual 14A: Generation and Transmission Interconnection Process, PJM Interconnection, L.L.C., redline version available at: <http://www.pjm.com/~media/committees-groups/committees/pc/20160915/20160915-item-05b-draft-manual-14a-redline.ashx>. (“PJM Manual 14A”).

<sup>55</sup> *Interconnection Queuing Practices*, 122 FERC ¶ 61,252, at P 5 (2008). The same order also acknowledged specifically “it may be appropriate to increase the requirements for getting and keeping a queue position.” *Id.* at P 16; *see also Calif. Indep. Sys. Operator Corp.*, 124 FERC ¶ 61,292, at P 152 (2008) (stating that “the inability of a planned and financed generating facility to interconnect to the CAISO because of a clogged interconnection queue is [a] structural barrier”).

<sup>56</sup> *Midwest Indep. Transmission Sys. Operator, Inc.*, 138 FERC ¶ 61,233, at P 66, *order on clarification*, 139 FERC ¶ 61,253 (2012); *see also, id.* at P 147 (accepting MISO’s proposal to increase financial milestones and stating “it may be appropriate to increase the requirements for getting a queue position and that such a change would increase the likelihood that only projects that are likely to be commercially viable are in the queue”); *Sw. Power Pool, Inc.*, 147 FERC ¶ 61,201, at P 68 (2014) (finding new milestone deposit requirement is a reasonable means



encourage Interconnection Customers to submit complete and valid requests in the first instance are designed to achieve this goal as well as to prevent unwieldy delays that negatively impact all Interconnection Customers, including those that desire to participate in the PJM BRAs.<sup>57</sup>

***B. Ensuring Proper Cost Responsibility for Interconnection Request Application and Study Fees***

As stated above, pursuant to the 2008 Tariff language, if an Interconnection Request is withdrawn or terminated prior to obtaining a valid Queue Position, all costs incurred by PJM up to the point of withdrawal/termination are socialized among the other PJM customers via PJM's Schedule 9 Stated Rate.<sup>58</sup> In order to hold Interconnection Customers responsible for their own Interconnection Request application and study costs, this filing proposes to reorganize the deposit requirement section of current Tariff section 36.1.01, and to add new language that

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to “help deter speculative projects from entering the queue, [that] should not present a burden to serious interconnect requests”), *reh'g denied*, 151 FERC ¶ 61,235 (2015).

<sup>57</sup> The requirements of new subsection 36.1.01(3) are also similar to other sections of the PJM Tariff. *See* Tariff, Attachment K Appendix § 8.4, addressing registration requirements for Curtailment Service Providers and stating in relevant part “Curtailment Service Providers must complete the applicable PJM Load Response Program Registration Form (‘Registration Form’) that is posted on the PJM website ([www.pjm.com](http://www.pjm.com)) for each end-use customer, or aggregation of end-use customers, pursuant to the requirements set forth in the PJM Manuals. Because of the required electric distribution company ten business day review period, as described herein, Curtailment Service Providers should submit completed Registration Forms to the Office of the Interconnection no later than one day before the tenth business day preceding the relevant Delivery Year. All registrations that have not been approved on or before May 31<sup>st</sup> preceding the relevant Delivery Year shall be rejected by the Office of the Interconnection. To the extent that a completed Registration Form is submitted to the Office of the Interconnection prior to one day before the tenth business day preceding the relevant Delivery Year and such registration is rejected by the electric distribution company or the Office of the Interconnection because of incorrect data on the Registration Form, such registration may be resubmitted by the Curtailment Service Provider before May 31<sup>st</sup> preceding the relevant Delivery Year, but such registration will be rejected by the Office of the Interconnection unless the electric distribution company has verified the registration on or before May 31<sup>st</sup> preceding the relevant Delivery Year. Incomplete Registration Forms will be rejected by the Office of the Interconnection; Curtailment Service Providers may not resubmit registrations that were rejected for being incomplete unless they are able to do so no later than one day before the tenth business day preceding the relevant Delivery Year.” This provision of the Tariff was accepted by the Commission in *PJM Interconnection, L.L.C.*, 147 FERC ¶ 61,103 (2014), *order on reh'g*, 155 FERC ¶ 61,061 (2016).

<sup>58</sup> *See also* Egan Aff. ¶¶ 13-14.

clarifies and memorializes PJM's authority to draw upon refundable and non-refundable deposit monies.

Newly proposed subsections 36.1.01(1)(i)(i)(1)–(3) do not present any new requirements, but merely reorganize existing Tariff language. The overall amount of required deposit monies is not increased by these proposed revisions. However, proposed subsection 36.1.01(1)(i)(ii) does add new Tariff language clarifying that 10% of each total deposit amount required is non-refundable and explains that any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation. But, if before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund: (1) any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to PJM, the relevant Transmission Owner(s) and/or third party contractors; and/or (2) any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or (3) any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests.

Newly proposed subsection 36.1.01(1)(i)(iii) adds new Tariff language clarifying that 90% of each total deposit amount required is refundable, and specifies that PJM may draw upon this refundable amount in no particular order to cover the following: (1) the cost of the Queue Position acceptance review; (2) the cost of the deficiency review; (3) the dollar amount of the Interconnection Customer's cost responsibility for the Feasibility Study; and (4) if the Interconnection Request is deemed to be modified (pursuant to Tariff section 36.2A), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, or

during the Feasibility Study period, then the refundable deposit money shall be applied to cover all of the costs incurred by PJM up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining monies shall be applied to cover: (a) the costs of any restudies required as a result of the modification, rejection, termination and/or withdrawal; (b) any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to PJM, the relevant Transmission Owner(s) and/or third party contractors; and/or (c) any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests. Subsection 36.1.01(1)(i)(iii)(4)(d) further provides that if any refundable deposit monies remain after all costs and outstanding monies owed as described in subsection 36.1.01(1)(i)(ii)(4) are covered, then such remaining refundable deposit monies shall be returned to the Interconnection Customer.

Newly proposed subsection 36.1.01(1)(i)(iv) provides PJM with the authority to, upon completion of the Feasibility Study, apply any remaining refundable deposit monies toward: (1) the Interconnection Customer's cost responsibility for any other studies conducted for the Interconnection Customer's Interconnection Request under Part IV of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or (2) any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

New subsection 36.1.01(1)(i)(v) provides that 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such

remaining deposit monies shall be returned to the Interconnection Customer. New subsection 36.1.01(1)(i)(vi) also makes clear that the Interconnection Customer must submit the total required deposit amount with the Interconnection Request (Tariff Attachment N). If the total required deposit amount is not submitted with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request will be terminated and withdrawn prior to PJM commencing a deficiency review).

Finally, new subsection 36.1.01(1)(i)(vii) adds a new rule making deposit monies non-transferrable. Pursuant to new subsection 36.1.01(1)(i)(vii), 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. This new requirement was added in response to administrative deposit tracking and accounting practices identified by PJM as part of the new deposit requirements associated with this filing.

Pursuant to the current Tariff rules, PJM is prohibited from drawing upon deposits associated with an Interconnection Request while the Interconnection Request is in the deficiency review and/or deficiency response period.<sup>59</sup> Thus, presently, PJM does not cash checks or draw down on direct deposits until a valid Queue Position is achieved.<sup>60</sup> Hence, for example, if an Interconnection Customer's Interconnection Request was terminated for not clearing deficiencies, the full amount of the deposit associated with such Interconnection Request remained available for future use. Accordingly, many Interconnection Customers would simply resubmit a new Interconnection Request at the beginning of the next New Services

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<sup>59</sup> *Supra*, note 12; *see* Egan Aff. ¶ 14.

<sup>60</sup> Egan Aff. ¶ 14.

Queue window and request PJM to apply the prior Interconnection Request deposit towards the new Interconnection Request deposit requirements. The newly proposed changes herein will allow PJM to draw upon refundable and non-refundable deposit monies as soon as PJM commences work on evaluating an Interconnection Request, so the deposits associated with one Interconnection Request will no longer be available to be transferred to another Interconnection Request. Even if an Interconnection Request is withdrawn or terminated, the associated deposit must be held until all incurred expenses are accounted for and properly applied toward such deposit.

The Commission should accept the revisions described above as just and reasonable. Many of the changes described above simply clarify the existing Tariff provisions. Provisions such as the new subsection 36.1.01(1)(i)(iii), which states that PJM may draw down upon the refundable deposit amounts to require the Interconnection Customer to pay for the costs of its deficiency review, or that enhance PJM's ability to draw down upon deposits earlier in the interconnection process, ensure that an Interconnection Customer pays the costs of reviewing and evaluating its Interconnection Request. Absent these changes, such costs instead would be socialized among other PJM customers.<sup>61</sup> Thus, these Tariff revisions are consistent with Commission cost-causation/beneficiary pays principles, because they ensure that the entity that benefits from the deficiency review and other process – the Interconnection Customer – pays the associated costs.<sup>62</sup> Moreover, any recovery of costs under these provisions will be limited to

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<sup>61</sup> *See id.* at ¶¶ 13-14.

<sup>62</sup> *See Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*, Order No. 1000-A, 139 FERC ¶ 61,132, at P 578 (stating costs causation principles “require[] that costs be allocated in a way that is roughly commensurate with benefits [and] [t]he principle of cost causation is intended to prevent subsidization by ensuring that costs and benefits correspond to each other”), *order on reh’g & clarification*, Order No. 1000-B, 141 FERC ¶ 61,044 (2012), *aff’d sub nom. S.C. Pub. Serv. Auth. v. FERC*, 762 F.3d 41 (D.C. Cir. 2014), *reh’g denied en banc*, 2014 U.S. App. LEXIS 19968 (D.C. Cir. Oct. 17, 2014); *Midwest Indep.*

PJM's or the relevant Transmission Owner's actual costs.<sup>63</sup> Thus, such provisions are consistent with other sections of the Tariff that allow PJM or the Transmission Owner to recover its actual costs of providing studies or other services to an Interconnection Customer.<sup>64</sup> They are also consistent with Commission policy that the recovery of study or similar costs on an actual cost basis is appropriate.<sup>65</sup>

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*Transmission Sys. Operator, Inc.*, 133 FERC ¶61,221, at P 195 (“The cost causation principle thus requires the Commission to ensure that the costs allocated to a beneficiary under a cost allocation method are at least roughly commensurate with the benefits that are expected to accrue to that entity.”). P 197 (adding that a “fair assessment of costs requires not only identification of entities to which costs should be allocated, but also consideration of those entities that benefit as a result of those costs”)(2010), *order on reh’g*, 137 FERC ¶ 61,074 (2011); *ISO New England, Inc.*, 115 FERC ¶ 61,145, at P 13 (2006) (“Under cost causation principles, costs are allocated to the parties who cause the incurrence of such costs.”); *see also Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 2006, 2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,241, at P 559 (stating that in evaluating a cost allocation principle, the Commission looks at whether the proposal “fairly assigns costs among participants, including those who cause them to be incurred and those who otherwise benefit from them”), *order on reh’g*, Order No. 890-A, 2006–2007 FERC Stats. & Regs., Regs. Preambles ¶ 31,261 (2007), *order on reh’g & clarification*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh’g & clarification*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009); *see also Pioneer Trail Wind Farm, LLC v. FERC*, 798 F.3d 603, 608 (7th Cir. 2015) (affirming Commission order allocation costs to Interconnection Customers, and stating that “the Generators are the primary utilities that stand to benefit from being connected to the grid”). They are also consistent with provisions of the Commission’s pro forma Large Generator Interconnection Agreement, which provide that an Interconnection Customer shall pay all costs prudently incurred by the Transmission Provider when it withdraws its Interconnection Request. For example, section 3.6 of the pro forma Large Generation Interconnection Agreement, states “[a]n Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs” prior to receipt of that notice. *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, 2001–2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,146, at 30,584 (2003) (Appendix C, Standard Large Generator Interconnection Agreement (LGIP) § 3.6), *order on reh’g*, Order No. 2003-A, 2001–2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,160, *order on reh’g*, Order No. 2003-B, 2001–2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,171 (2004), *order on reh’g*, Order No. 2003-C, 2001–2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,190 (2005), *aff’d sub nom. Nat’l Ass’n of Regulatory Utils. Comm’rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007).

<sup>63</sup> See Egan Aff. ¶ 13.

<sup>64</sup> *See, e.g.*, Tariff §§ 203.1, 204.3A; Attachment N § 9; Attachment O, Appendix 2 § 11.2.3.

<sup>65</sup> *See* Order No. 2003 at PP 37, 220, 274, 278; Appendix C, LGIP §§ 6.1, 7.1, 8.1, 13.3 (provisions of Order No. 2003 and pro forma LGIP indicating that the Interconnection Customer is responsible for paying the actual costs of all Interconnection Studies); *see also Sw. Power Pool, Inc.*, 149 FERC ¶ 61,048, at P 205 (2014) (accepting proposed fee that would compensate RTO for the cost of administering its Order No. 1000 Request for Proposals process), *appeal denied*, No. 14-1281, 2016 U.S. App. LEXIS 12118 (D.C. Cir. July 1, 2016).

To be clear, the new deposit structure proposed in this filing does not change the current overall total dollar amount of the deposit requirements, but rather the percentage that is refundable. In other words, pursuant to the revisions in this filing, New Service Customers will be paying the same amount of deposit fees as is currently required by the Tariff. However, the non-refundable deposit amount of 10% is actually a reduction in the overall amount of non-refundable deposit monies currently collected, thus making more of the overall required deposit monies potentially “refundable” to customers. The goal of the proposed deposit structure revisions in this filing is to hold customers financially accountable for all of the costs associated with their own Interconnection Request, including restudies that are required when such Interconnection Request are withdrawn or terminated from the queue.

Moreover, the revised deficiency deposit rules merely change the cost allocation for costs of Interconnection Request deficiency reviews. PJM is not proposing to increase the cost of, or collect any additional costs for its deficiency reviews, or to increase deposit amounts but rather simply to allocate the costs of such reviews to those who benefit from them - the Interconnection Customers - rather than to those who do not - other PJM customers. Currently, PJM’s costs for deficiency reviews of Interconnection Requests are socialized and recovered from other PJM customers through its Schedule 9 Stated Rate and the Interconnection Customer pays none of these costs directly. With the new provisions, those actual costs now will be borne directly by the Interconnection Customer whose Interconnection Request is being reviewed and thus who benefits from the expenditure of such costs, rather than other PJM customers who receive no direct benefit. Accordingly, PJM’s proposal is a just and reasonable cost allocation change.<sup>66</sup>

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<sup>66</sup> The Commission previously has made “a distinction between cost allocation filings and rate increase filings” and has held that such filings are made “under the narrower requirements of section 35.13(a)(2)(iii),” and not filing requirements for rate increases outlined subsections of 18 C.F.R. § 35.13(a)(2). *Sw. Power Pool, Inc.*, 131 FERC ¶ 61,252, at P 108 (2010). *See also Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,142, at

***C. Other Conforming or Clarifying Tariff Revisions***

PJM also is making several other conforming or clarifying changes to its interconnection rules as part of this filing.

First, besides the clean-up revisions noted below, section 36.1.5 was further revised to clarify that scoping meetings will not be scheduled until a valid Interconnection Request has been established.

Second, as well as the clean-up revisions specified below, Sections 36.2 and 205.3 were revised to provide a one-month shift in the queue windows to allow generators greater opportunity to participate in PJM's RPM BRAs. Section 36.2 revisions incorporate Feasibility Study transitional timing requirements for Interconnection Requests received prior to October 1, 2016, and for Interconnection Requests received between November 1, 2016 and March 31, 2017, and for all Interconnection Requests received after April 1, 2017. Similarly, section 205.3 revisions incorporate System Impact Study transitional timing requirements for New Service Requests submitted on May 1, 2012 through and including October 31, 2016, and for New Service Requests submitted on November 1, 2016 through and including March 31, 2017, and for all New Service Requests submitted on or after April 1, 2017. A month earlier shift in PJM's timing will cause the transition period and future queues to occur one month earlier. The overall intended timing impact of these changes is to enable System Impact Study Agreements to

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PP 20,25 (2012). However, to the extent the Commission may consider any of the proposed Tariff changes to be an increase in rates, PJM requests waiver of the filing requirements for rate increases outlined in 18 C.F.R. § 35.13(a)(2). Waiver would be appropriate because, as explained above, there is no proposed increase in the costs to be allocated, any cost recovery from Interconnection Customers will be limited to PJM's or the relevant Transmission Owner's actual costs, the reasons for Tariff changes are fully explained in this filing and supported by Mr. Egan's affidavit, the PJM stakeholders support the changes, and the changes will benefit the PJM Region by reducing delays in the interconnection process, and ensuring that those entities that benefit from the deficiency reviews pay for such costs.



be returned to PJM one month sooner, giving Interconnection Customers improved ability to meet PJM's RPM BRA timing requirements.

Third, as part of the overarching Interconnection Request and deposit revisions that are central to this filing, sections 112A.1 and 112A.2 were further revised to relocate screening review and evaluation language from section 112A.1 to the beginning of section 112A.2.

Fourth, in addition to the clean-up revisions noted below, section 201 was revised to clarify that a Queue Position will not be assigned until all required information, together with the requisite deposit, is received by PJM. Additionally, while not a new Tariff requirement, language was added to make clear that the New Services Queue published on PJM's website will not include Interconnection Requests made pursuant to section 112.

Fifth, section 204.3A, addressing System Impact Study requirements, was substantially revised to conform with and parallel the agreed upon deposit rules in connection with the Feasibility Study revisions that are at the heart of this filing. As with the revised deposit rules for the Feasibility Studies, while the overall required deposit fees did not change, the amount that would be required refundable versus non-refundable did change. Additionally, it was necessary to revise the System Impact Study deposit language to reflect the approved use of both the refundable and non-refundable deposit monies.

Sixth, to reflect the overall Interconnection Request and deposit revisions at the heart of this filing, PJM is revising Tariff Attachments N, N-1, S and Y for consistency. Specifically, the revisions found in Attachments N, N-1, S and Y are directly associated with the revisions in Tariff 36.1.01, 36.1.03, 110.1, 111.1, 112.1, and 204.3A. A Certification section was also added to Attachment N to help ensure that only complete and fully executed applications are submitted to PJM. Attachments N, N-1, S and Y also are revised to reflect minor clean-up, as

discussed below. Finally, as part of the overall clean-up of Tariff sections affected by this filing, PJM is making the following additional revisions:

- a. Revising the Tariff Definition section 1.2C Applicable Technical Requirements and Standards, and the caption to Attachment Y to include reference to the phrase “synchronous or 5 MW or less inverter-based”. These revisions were inadvertently omitted from the August 14, 2014 filing submitted by PJM in Docket No. ER14-2590-000 to comply with the requirements of Order No. 792. PJM discovered these inadvertent omissions in the context of the overall review of certain Tariff sections as part of this larger filing.
- b. Revising Attachment BB to correct the processing fee amount reflected in section 1.0.
- c. Replacing references to “PJM Tariff” with “Tariff,”<sup>67</sup>
- d. Replacing references to “OASIS” with “Website,” and uniformly referencing the “Transmission Provider’s website.”<sup>68</sup>
- e. Capitalizing the word “Section” and replacing the word “percentage” with “%.”<sup>69</sup>
- f. Deleting obsolete language found in Tariff Sections 36.1.3-36.1.5, 36.2, 204.3, 205.3.<sup>70</sup>
- g. Updating Tariff section references.<sup>71</sup>

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<sup>67</sup> See e.g., Attachment A, redline § 36.1.1.

<sup>68</sup> See e.g., Attachment A, redline §§ 36.1.01(6)(b), 36.1.03.(7)(b), 36.2, 201 & Attachments N, N-1, N-2. Revisions were also made to Attachment N to reference the Interconnection Customer, PJM and the Transmission Owner, individually as a “Party” or collectively as “Parties,” and uniformly refer to the Generation Interconnection Feasibility Study Agreement as “Agreement.”

<sup>69</sup> See e.g., Attachment A, redline §§ 110.1 (7), 111.1 (7), 112.1 (7) and 204.3.

<sup>70</sup> The language deleted from Tariff, Sections 36.1.3 and 36.1.4 was reincorporated as part of this filing within Sections 36.1.01, 36.1.03, 110.1, 111.1, 112.1, and 112A.1.

<sup>71</sup> See e.g., Attachment A, redline Attachment N §2; Attachment N-1 §10; Attachment S § 2; and § 201.

- h. Correcting section 36.1.7 to reference “(i)” instead of “(1).”

### **III. STAKEHOLDER SUPPORT AND THE COMMISSION’S MAY 13, 2016 TECHNICAL CONFERENCE**

#### ***A. Stakeholder Support***

PJM received overwhelming support for the Tariff revisions submitted with this filing letter. The revisions proposed herein were developed in the PJM Earlier Queue Submittal Task Force, and subsequently endorsed by the PJM Planning Committee by acclamation, with no objections and no abstentions, at its meeting on May 12, 2016. On May 26, 2016, the PJM Markets and Reliability Committee endorsed the proposed revisions, with no abstentions and no objections; and on June 30, 2016, the PJM Members Committee also endorsed the proposed revisions as a consent agenda item, with no abstentions and no objections.

#### ***B. The Commission’s May 13, 2016 Technical Conference***

While the stakeholder task force discussions and endorsements for the revisions proposed herein were moving through the PJM community, on March 29, 2016, the Commission issued the Notice of a Technical Conference to explore certain generator interconnection issues.<sup>72</sup> Nonetheless, PJM respectfully submits this filing because the PJM stakeholders have been working on these Tariff revisions since September of 2015 and have overwhelmingly supported these revisions, and because PJM believes that the Tariff revisions proposed in this filing are outside of the scope of the Commission’s current technical conference proceedings.

PJM Manager of Interconnection Projects, David M. Egan, participated in the second and fifth panels during the Commission’s May 13, 2016 Technical Conference (“May 13 Technical Conference”) covering certain issues related to an American Wind Energy Association petition

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<sup>72</sup> *Supra*, note 5.

for rulemaking and various other interconnection issues.<sup>73</sup> As set forth in the May 4 Supplemental Notice of Technical Conference, the panels covered: “The Current State of Generator Interconnection Queues;” “Transparency and Timing in the Generator Interconnection Study Process;” “Certainty in Cost Estimates and Construction Time;” “Other Interconnection Queue Coordination and Management Issues;” and “Interconnection of Electric Storage Resources.” The focus topics for each of the panels generally shaped discussions towards: overall queue management and performance; the overall interconnection process including causes of variances (including variations in length of time) in receiving study results, access to information, capacity factor and restudy determinations; cost and construction schedule estimates and disputes; affected systems issues, Interconnection Request modifications, managing effects of queue withdrawals, and emerging technologies, tools and administrative processes that improve interconnection queue processes; and several matters directly focused on electric storage resources.

The thrust of the proposed Tariff revisions in this filing are narrowly tailored to shift the focus of the present Tariff rules from incentivizing Interconnection Customer behavior to enabling PJM to start Feasibility Studies on time, and to allow PJM to charge the Interconnection Customers themselves, as opposed to other PJM customers, for deficiency review work performed on such interconnection customer’s generation Interconnection Request applications. The remaining revisions are merely Tariff clean-up and reorganization revisions. Moreover, PJM needs to implement these Tariff changes expeditiously. As such, PJM respectfully

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<sup>73</sup> See *Review of Generator Interconnection Agreements and Procedures*, Supplemental Notice of Technical Conference, Docket Nos. RM16-12-000, RM15-21-000 (May 4, 2016) (“May 4 Supplemental Notice of Technical Conference”).

submits that this filing does not in any way conflict with or hinder the Commission's goals and objectives as set forth by the Commission in its May 13 Technical Conference.

#### **IV. EFFECTIVE DATE**

Consistent with the Commission's prior notice requirements, 18 C.F.R. § 35.3, PJM proposes an effective date of October 31, 2016 for the proposed Tariff revisions referenced herein. To the extent required, PJM requests waiver of any Commission regulation necessary to permit the Tariff revisions submitted in this filing to become effective upon the requested effective date.

#### **V. ADDITIONAL INFORMATION**

##### *1. Documents Enclosed*

This filing consists of the following:

- a. This Transmittal Letter;
- b. The Egan Affidavit, as Exhibit I;
- c. Electronic versions of the revisions to the Tariff in marked (showing the changes) form (as Attachment A);
- d. Electronic versions of the revisions to the Tariff in clean form (as Attachment B); and
- e. Two types of comparisons of each of the proposed revisions to sections 110.1, 111.1, 112.1, 112A.1, and 36.1.03 against the proposed revisions to section 36.1.01 (as Attachment C, Part I and Part II).

##### *2. Service*

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,<sup>74</sup> PJM will post a copy of this filing to the FERC filings

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<sup>74</sup> See 18 C.F.R. §§ 35.2(e) and 385.2010(f)(3).

section of its internet site, located at the following link: <http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx> with a specific link to the newly-filed document, and will send an email on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region<sup>75</sup> alerting them that this filing has been made by PJM and is available by following such link or an attached PDF. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the filing. Also, a copy of this filing will be available on the FERC's eLibrary website located at the following link: <http://www.ferc.gov/docs-filing/elibrary.asp> in accordance with the Commission's regulations and Order No. 714.

### 3. *Requisite Agreements*

Consistent with Tariff section 9.2, PJM has the exclusive and unilateral right to submit this filing. However, as detailed above, this filing was developed in the PJM Earlier Queue Submittal Task Force, and subsequently vetted in and overwhelmingly endorsed by PJM stakeholders.

### 4. *Requested Effective Date*

PJM requests an effective date of October 31, 2016 for the Tariff revisions proposed herein.

### 5. *Correspondence*

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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<sup>75</sup> PJM already maintains, updates and regularly uses email lists for all PJM Members and affected state commissions.

The Honorable Kimberly D. Bose, Secretary  
August 31, 2016  
Page 47

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#### IV. CONCLUSION

Accordingly, for the reasons set forth above, PJM respectfully requests that the Commission accept the enclosed Tariff revisions, effective October 31, 2016.

Respectfully submitted,



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# **EXHIBIT I**

The Egan Affidavit



**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

PJM Interconnection, L.L.C.

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Docket No. ER16-2518-000

**AFFIDAVIT OF DAVID M. EGAN  
ON BEHALF OF PJM INTERCONNECTION, L.L.C.**

1. My name is David M. Egan. I am the Manager of the Interconnection Projects Department, in the System Planning Division of PJM Interconnection, L.L.C. (“PJM”). I have responsibility for administering and facilitating the implementation of the New Service Request study and agreement process for generation interconnection, merchant transmission interconnection, transmission service, Merchant Network Upgrades, and Incremental Auction Revenue Rights Upgrade Requests. I earned a Bachelor of Science degree in Mechanical Engineering from Binghamton University in Binghamton, New York. I have over 26 years of electric industry experience, 14 years of which are in the PJM interconnection process. I am a member of the IEEE Power and Energy Society and have served as chair of its Asset Manager Working Group for two years. I have also served as secretary to the PJM Transmission and Substation Subcommittee for ten years. The purpose of my affidavit is to support PJM’s revisions to the PJM Open Access Transmission Tariff (“Tariff”) intended to improve the Interconnection Request and Feasibility Study process, ensure proper recovery of Interconnection Request review and study costs, better align the Queue Position and System Impact Study requirements, and correct a number of minor Tariff errors. I was the PJM subject matter expert on the Earlier Queue Submittals Task Force.

2. PJM's current interconnection process and rules use procedures submitted to the Federal Energy Regulatory Commission ("Commission" or "FERC") in 2008 ("2008 Filing")<sup>1</sup> as required by a settlement between PJM and other parties (and since revised). As part of the 2008 Filing, PJM revised its then-existing scoping meetings and Feasibility Study deposit requirements in an effort to incent Interconnection Customers to submit their requests earlier in the queue process. These procedures, adopted as part of the 2008 Filing, focused upon delays in scheduling scoping meetings, in particular, on the large number of Interconnection Requests filed near the end of the queue window, as a primary cause of study process delays. The 2008 Tariff revisions also included a tiered approach to determine the length of time afforded to the parties to hold their scoping meetings, which were intended to encourage Interconnection Customers to enter the queue earlier, since early entry would afford additional time to organize their scoping meetings and evaluate their projects. The 2008 Tariff revisions also provided PJM with the ability to terminate an Interconnection Request in the event that the parties did not comply with the scoping meeting requirements.

3. PJM believed that the combined revisions proposed in the 2008 Filing would result in significant time savings and an improvement in handling of new Interconnection Requests.<sup>2</sup> However, eight years of experience under the current Interconnection Request and associated deposit rules has shown that the deposit and scoping meeting Tariff revisions adopted

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<sup>1</sup> See *PJM Interconnection, L.L.C.*, Transmittal Letter, Docket No. EL08-36-001 (May 30, 2008) ("2008 Filing").

<sup>2</sup> The 2008 Tariff revisions to encourage earlier submission of Interconnection Requests into the queue were part of a larger package of queue reform revisions. See *PJM Interconnection, L.L.C.*, Transmittal Letter, Docket No. EL08-36-001 (May 30, 2008) ("2008 Filing").

in 2008 have not reduced the level of queue Interconnection Request submissions submitted near the close of each queue window.

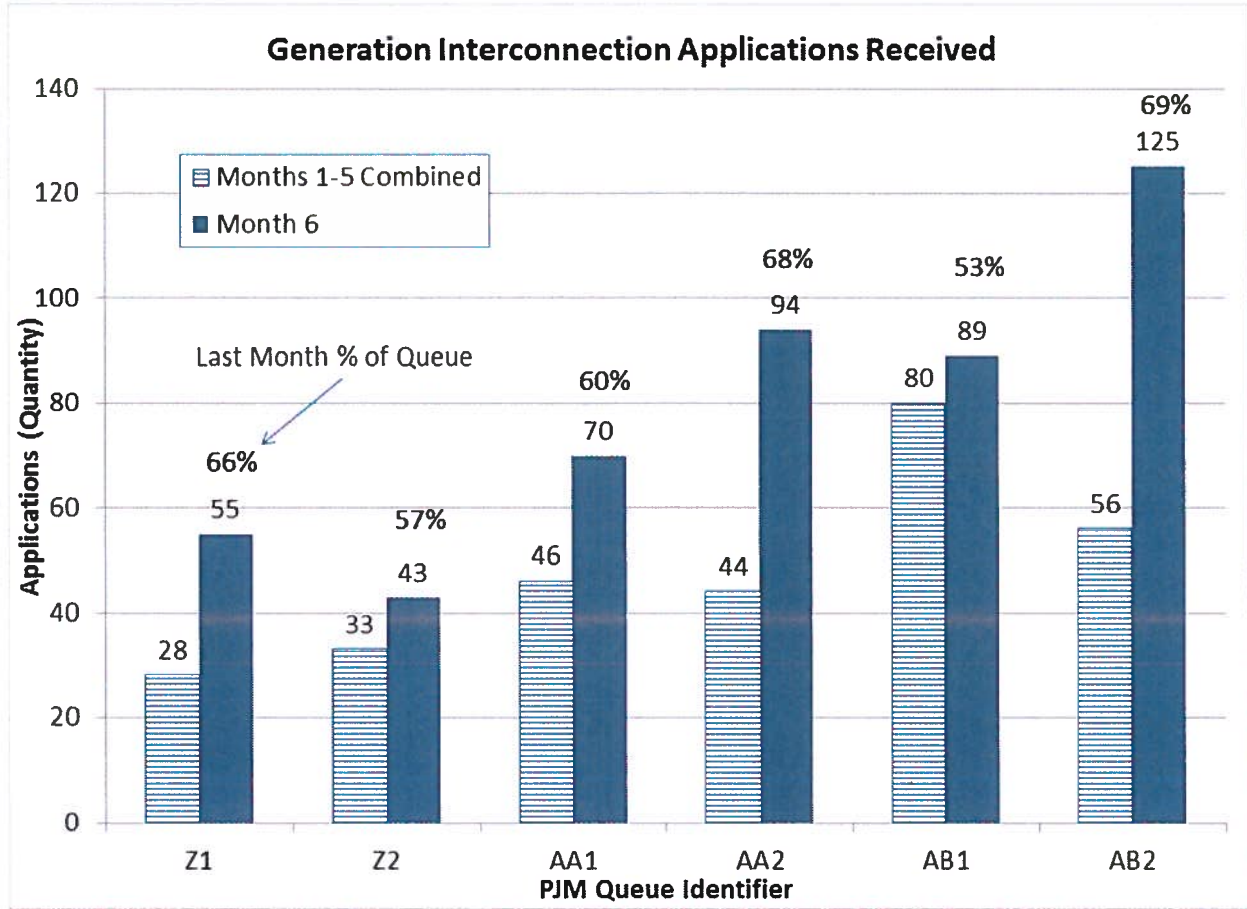
4. Under the current Tariff, Interconnection Requests can be submitted in one of two six-month queue windows. For Interconnection Requests received during the six-month period ending October 31, PJM is required to start the Feasibility Studies by December 1 and use due diligence to complete the Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30, PJM is required to start the Feasibility Studies by June 1 and use due diligence to complete the Feasibility Studies by August 31. However, PJM has and continues to experience problems due to the large number and percentage of the Interconnection Requests that are submitted in the last days of the queue window, and many of these requests are deficient, resulting in the need for additional processing and delay.

5. As demonstrated in Figure 1, during the last six complete queue windows (Z1 through AB2),<sup>3</sup> more than 50% of the generator Interconnection Requests received in a given queue window, and generally more than 60%, were submitted in the last month of the queue window.

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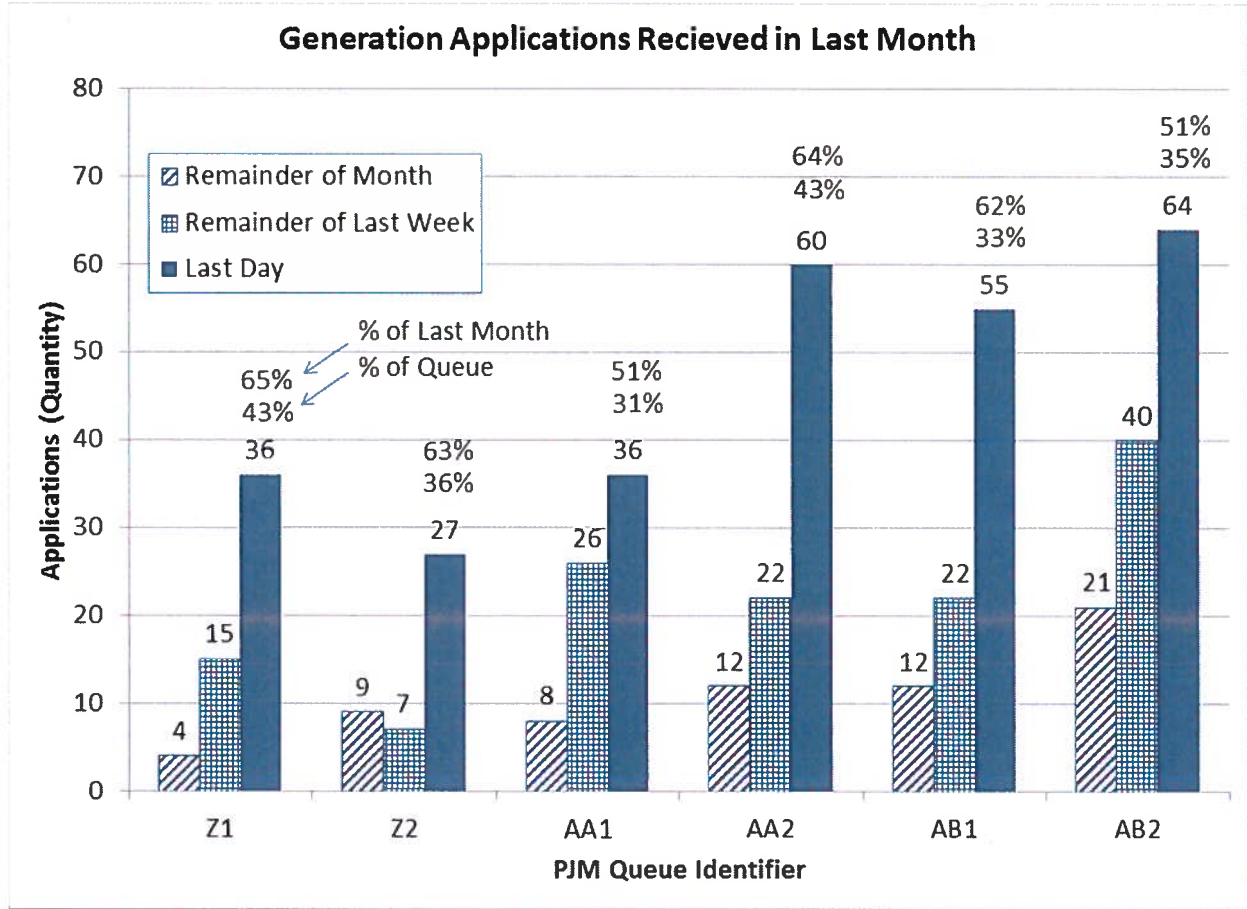
<sup>3</sup> The Z1 through AB2 queue windows were each six month queue windows, with the Z1 queue commencing May 1, 2013 and the AB2 queue window ending April 30, 2016.

Figure 1:



Moreover, as Figure 2 shows, the overwhelming majority of the requests submitted in the last month of these queue windows were received in the last week or on the last day of the queue window. Taking the AB2 queue as an example, in raw numbers, 56 Interconnection Requests were submitted in months one through five of that queue, while 125 requests were submitted in month six. Of the 125 submitted in month six, 104 Interconnection Requests were submitted in the last week of the queue window and of that 104, 64 were submitted on the last day.

**Figure 2:**

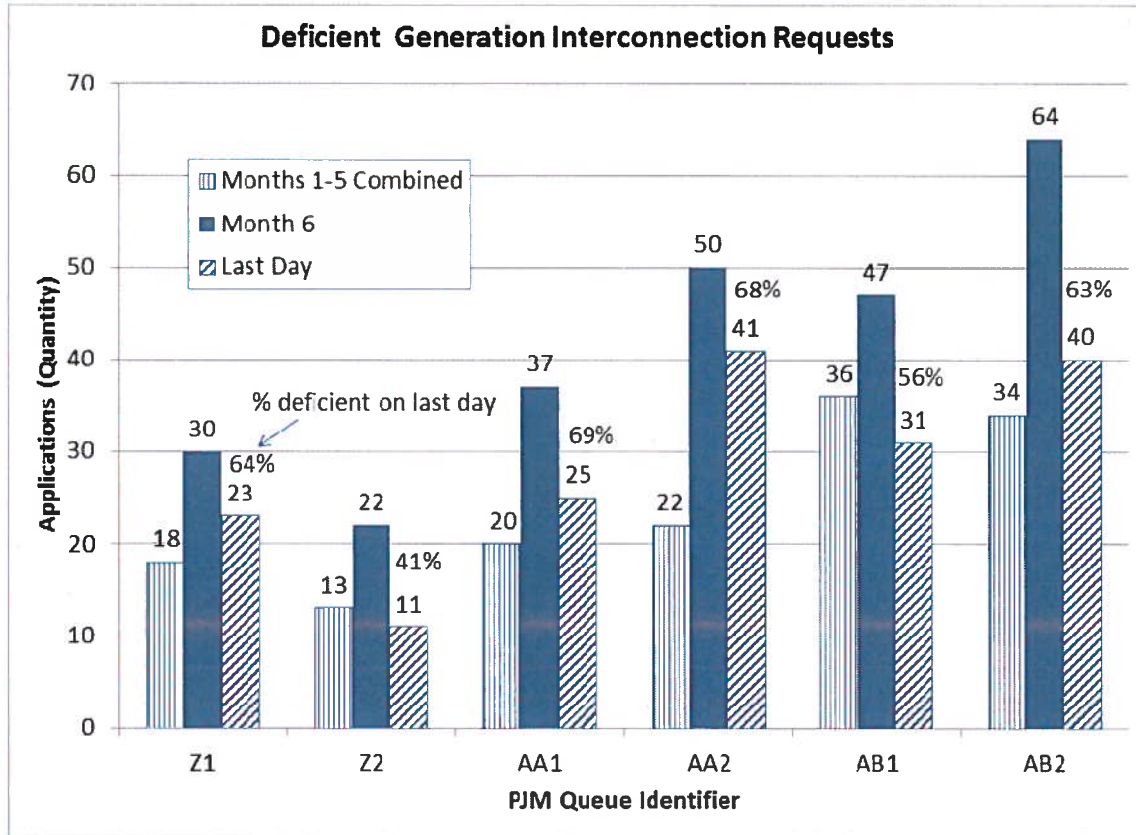


6. Further compounding the problem is the amount of deficient Interconnection Requests, which require further review by PJM employees and additional informational submissions by Interconnection Customers, being submitted near the end of the queue window. PJM conducts a two-part review of incoming Interconnection Requests – first for completeness and then for substantive deficiency. Under Tariff section 36.1.01, at a minimum, an Interconnection Request must contain a number of elements in order to be adequate and not deficient. PJM employees must review each Interconnection Request to determine whether all elements have been included to constitute an adequate, complete Interconnection Request. Under Tariff section 36.1.4, PJM employees also must review each Interconnection Request to

ensure that it is not substantively deficient. PJM has five business days to determine the validity of an Interconnection Request, i.e., five business days to assess whether the application includes all of the required section 36.1.01 elements and whether the request is substantively sufficient pursuant to Tariff section 36.1.4. If an Interconnection Request is deficient, upon receipt of a deficiency notice from PJM, a customer has ten business days to clear such deficiencies and provide a valid request to PJM. A customer's deficiency response submittal necessarily requires an additional review by PJM employees, and PJM provides a final review within five business days of receiving the deficiency response submittals from the customer. In total, this process can take up to 20 business days.

7. PJM data shows that a large number of deficient Interconnection Requests are consistently being submitted near the end of the queue windows. As depicted in Figure 3 below, approximately 40 to nearly 70 percent of Interconnection Requests submitted in the last day of a queue window are deficient. For example, 40 of 64 Interconnection Requests submitted on the last day of the AB2 queue window, or almost 63%, were deficient. Pursuant to the Tariff Interconnection Request review process, this means PJM employees must provide additional time for such customers to submit an adequate Interconnection Request, which often extends until after the queue window has closed.

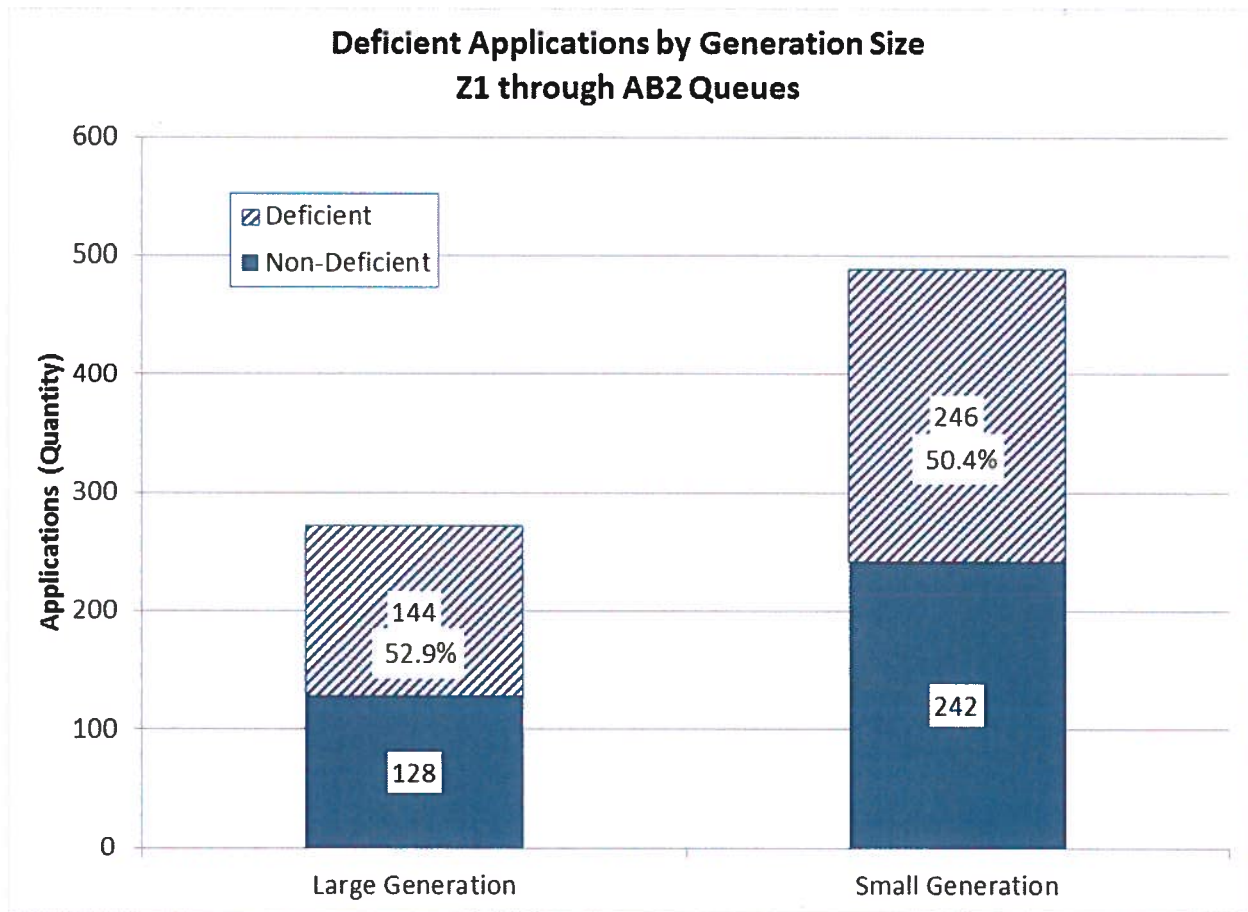
Figure 3:



8. In addition, a large number of the deficient Interconnection Requests PJM receives during the last month of the queue windows are blatantly deficient. They often are missing minimal required data or other information that is required to be provided as part of an Interconnection Request. In the most extreme cases, customers submit only an executed Interconnection Request form with the deposit, which contains no data or demonstration of site control. More generally, PJM receives Interconnection Requests that contain either incomplete data, no showing of site control, or both. Figure 4 shows that both large generator Interconnection Requests (greater than 20 MW) and small generator Interconnection Requests (20 MW or less) present similar concerns about the submission of deficient requests, with roughly 50% of the Interconnection Requests submitted by each class of generator being

deficient.

**Figure 4:**



9. Even with the opportunity to cure, PJM still receives a substantial number of Interconnection Requests that ultimately are withdrawn or deemed terminated as deficient. Over the three-year period ending with the AB2 queue, 56 of 390 deficient Interconnection Requests (14%) did not clear their deficiencies and were withdrawn.

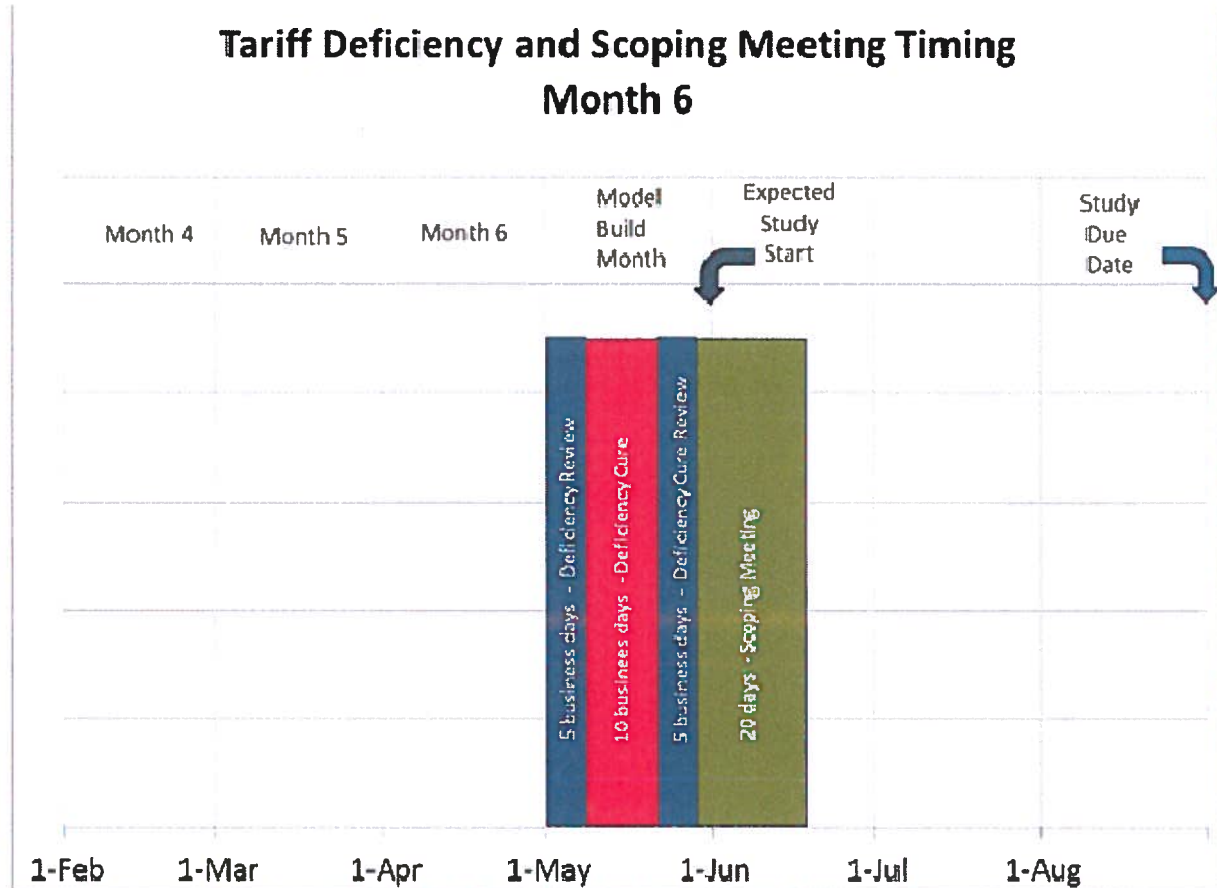
10. The submission of such a large number of Interconnection Requests during the last weeks and days of the queue window, and the need to allow additional time for deficient requests submitted late in the queue window to be cured and re-reviewed, has had a detrimental effect on PJM's ability to conduct scoping meetings and develop the modeling necessary to



perform the interconnection studies in a timely fashion. Specifically, after an Interconnection Request is deemed valid, PJM must arrange, within seven business days, for a scoping meeting between the Interconnection Customer and the Interconnected Transmission Owner. The scoping meeting must be held within twenty days of the date that such Interconnection Request was deemed “valid.” For a handful of late queue submissions, this is not a problem. However, when more than 50% of the Interconnection Requests are submitted to PJM in the last week of the queue window, and nearly 60% of those are deficient, it becomes both physically and logistically impossible to hold all required scoping meetings within twenty days of the date of an Interconnection Request being deemed “valid,” as required by the Tariff. Both PJM and the Transmission Owners have a fixed amount of resources available for holding scoping meetings. Combined with the practical difficulties of identifying a common one-hour meeting time that works for all participants, the challenge of arranging and holding the necessary scoping meetings is apparent. For example, in the AB2-queue, PJM had 104 deficient requests in the last week, 95 of which cleared their deficiencies. Thus, PJM had to arrange 95 meetings by the end of the month following the close of the AB2 queue window.

11. As depicted in Figure 5 below, the delays in holding scoping meetings also hinders PJM’s ability to meet the Tariff target dates for the Feasibility Study model build and/or Feasibility Study start and completion dates for all New Service Requests – deficient or not.

Figure 5:



PJM cannot build the models for Feasibility Studies until all the deficiency reviews, deficiency cure periods, and the scoping meetings for each Interconnection Customer in the relevant queue are completed. Feasibility Study modeling cannot begin until all Interconnection Customers identify and confirm their Point(s) of Interconnection for each project in a queue, which takes place at the scoping meetings. As depicted above in Figure 5, when Interconnection Requests are submitted in the last month of the queue window, PJM’s ability to build the models for the Feasibility Studies can be delayed by approximately fifty days or more after the close of the queue window. This means that instead of being able to start Feasibility Study modeling at the close of a relevant queue, commencement of the Feasibility Study modeling is delayed until

approximately the mid-point of the first of three study months. Delaying the start of the Feasibility Studies leads to delays in identifying the reliability violations. This in turn delays PJM's ability to provide its results to the affected Transmission Owners, which must provide the mitigation to resolve the violation, and to the timely issue Feasibility Study reports. These issues are worse in geographic areas that have a greater concentration of Interconnection Requests.

12. Delays in the Feasibility Studies model runs also have a direct and cascading impact on subsequent study phases for the affected queue. When the interconnection studies are delayed, a customer's ability to participate in PJM's Reliability Pricing Model ("RPM") Base Residual Auctions ("BRAs")—i.e., the PJM capacity market can be adversely impacted. For example, the RPM BRA commences in early May, and in order to participate in correlating the May BRA, the Interconnection Customer would need a Facilities Study Agreement in April, thirty days after receipt of the System Impact Study. If there are any delays to the study phases, such that the Interconnection Customer cannot meet this deadline, the Interconnection Customer will not be able to participate in the BRA for another full year. I understand from stakeholders that this type of delay often negatively impacts an Interconnection Customer's ability to obtain financing approvals as the anticipated capacity market revenue projections are often used as a basis upon which to obtain construction financing from lending institutions. This can further reduce the amount of competitively priced generation that is available in the BRA.

13. As part of this filing, PJM plans to use the Feasibility Study deposit to pay for the actual costs of PJM's deficiency reviews. I estimate that it takes PJM between one and five man-hours to review Interconnection Requests, and even more if the Interconnection Request is incomplete or deficient and is thus subject to further review after being corrected by the Interconnection Customer. Engineers and Project Managers perform the reviews of data and site

control with entering data, and track the deficiency timing. An approximate man-hour rate for these reviews is \$150/hour. Based on a per man-hour cost of \$150 and approximately five hours needed to review deficient Interconnection Requests, I conservatively estimate the cost to review a deficient Interconnection Request is approximately \$750 (5 x \$150). The cost for reviewing non-deficient Interconnection Requests, which normally take approximately one hour, is \$150. Consequently, the costs of reviewing the 390 deficient Interconnection Requests PJM received in the Z1 through AB2 queue windows was approximately \$292,500 (390 deficiency reviews x 5 man-hours (avg.) x \$150/man-hour), or about \$97,500 per year. The cost of reviewing the 567 non-deficient applications is \$85,050 (567 non-deficient reviews x 1 man-hour (avg.) x \$150/man-hour), or about \$28,350 per year. This leads to an estimated combined annual cost of \$125,850, which is now being paid for by other PJM customers through PJM's Stated Rate in Schedule 9 of the Tariff.

14. Under the current interconnection deposit rules, for a valid Interconnection Request, the non-refundable deposits are spent first, when they were used at all. In the event a valid project drops out of the queue, PJM will refund the balance of the deposit monies to the Interconnection Customer, minus the unspent non-refundable portion of the deposit monies. An unintended consequence of the current Tariff language is that Interconnection Customers have told us they will remain in the queue until all of the non-refundable deposit monies are completely spent, rather than making a timely withdrawal of an otherwise non-profitable/non-viable project. By leaving the project in the queue, PJM must continue to include such project in all studies, which results in the need for re-studies when the Interconnection Customer later withdraws. In addition, under the present Tariff, PJM is unable to draw upon the deposit amounts until the Interconnection Request is deemed valid and assigned a Queue Position for the

Feasibility Study to commence. This means that neither the non-refundable nor the refundable portions of the Feasibility Study deposit can be used to defray the costs of deficiency reviews of Interconnection Requests that are deemed deficient and are withdrawn from the queue or terminated prior to becoming a valid Interconnection Request. As a result all costs incurred by PJM to review the Interconnection Requests up to the point of such a withdrawal or termination are charged to PJM Interconnection Projects functional budget and thus effectively subsidized by other PJM customers.

15. Another change being proposed in this filing is to have separate site control duration time requirements depending on the size of the generation project. For example, proposed new subsection 36.1.01(1)(b) to the Tariff requires demonstration of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years for large generation projects (above 20 MW). Similarly, newly proposed sections 110.1.1(a)(ii), 111.1(1)(a)(ii), and 112.1(1)(a)(ii) require a small generation resources (20 MW or less or increase in capacity of 20 MW or less, but greater than 2 MW (synchronous) or 5 MW (inverter-based)), to demonstrate ownership interest in, or right to acquire or control the generating unit site for a minimum of two years. The three-year site control durational requirement for large Generation Interconnection Requests and two-year durational requirement for small Generation Interconnection Requests align with the routine maximum duration it takes to complete the respective study phases. This is important because under the Tariff, PJM can only review site control once during the Interconnection Request review process, and therefore, PJM needs assurance that the site control can be maintained for the duration necessary to complete the studies that include the project.

16. In order to further strengthen PJM's ability to start the Feasibility Studies on time,

this filing also includes revisions that specify that any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In the PJM Earlier Queue Submittal Task Force, PJM stakeholders reviewed and rejected other alternatives to this approach:

- One option reviewed and rejected by the stakeholders contemplated having Interconnection Requests due prior to the actual close of the queue window, i.e., to end the queue Interconnection Request receipt window early and having a “no-queue Interconnection Request receipt period.” During this “no-queue Interconnection Request receipt period,” PJM could clear deficiencies (three variations of this were discussed: ending the queue 15 business days earlier, ending the queue one month earlier, and ending the queue two months earlier). The concept of closing the queue Interconnection Request receipt window early was rejected because it creates “dead zones,” i.e., periods of time when customers would not be able to enter the queue.
- Another option reviewed and rejected by the stakeholders contemplated keeping the existing Tariff rules, but pushing out the study start dates. This would increase the amount of time elapsed before customers would receive their agreements. PJM stakeholders rejected this option because it increased the duration of the study process.
- An additional option reviewed and rejected by the stakeholders contemplated allowing Interconnection Requests that did not clear deficiencies by the end of the queue window to automatically slide to the front of the next queue window. This option was rejected because stakeholders were concerned that Interconnection Customers would

“game” this type of rule, i.e., take advantage of this type of rule by intentionally entering deficient Interconnection Requests in order to slide in at the front of the next queue window thereby intentionally taking advantage of the next base case.

- A further option reviewed and rejected by the stakeholders involved trying to identify the appropriate level for a deposit amount that would actually change Interconnection Customer behavior. The stakeholders determined this to be an unsolvable problem because economic conditions continually change, e.g., PJM would constantly have to modify the deposit fee structure to appropriately incentive Interconnection Customers to come into the queue window earlier.

Ultimately, the stakeholders determined that it was ineffective to continue to try to change Interconnection Customer behavior through incentivized rule structures. Instead, the stakeholders took the approach reflected in the revisions included in this filing to better ensure PJM could start studies on time. The revisions proposed in this filing were overwhelmingly endorsed by the PJM stakeholders.

17. This concludes my affidavit.

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

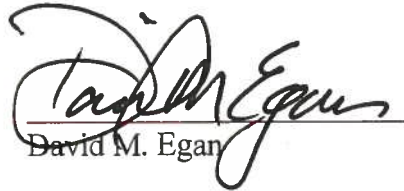
PJM Interconnection, L.L.C.

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Docket No. ER16-2518-000

**VERIFICATION**

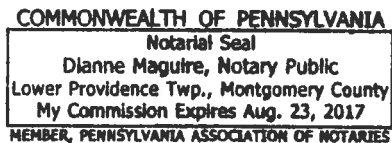
I, David M. Egan, being first duly sworn, depose and state that I am the David M. Egan referred to in the document entitled "Affidavit of David M. Egan on Behalf of PJM Interconnection, L.L.C.," that I have read the same and am familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

  
David M. Egan

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, this 31 day of August, 2016.

  
Notary Public

My Commission expires: 8/23/2017





# **ATTACHMENT A**

Marked Tariff

## **Definitions – A - B**

### **Abnormal Condition:**

Any condition on the Interconnection Facilities which, determined in accordance with Good Utility Practice, is: (i) outside normal operating parameters such that facilities are operating outside their normal ratings or that reasonable operating limits have been exceeded; and (ii) could reasonably be expected to materially and adversely affect the safe and reliable operation of the Interconnection Facilities; but which, in any case, could reasonably be expected to result in an Emergency Condition. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not, standing alone, constitute an Abnormal Condition.

### **Acceleration Request:**

“Acceleration Request” shall mean a request pursuant to section 1.9.4A of this Schedule to accelerate or reschedule a transmission outage scheduled pursuant to sections 1.9.2 or 1.9.4.

### **Additional Day-ahead Scheduling Reserves Requirement:**

“Additional Day-ahead Scheduling Reserves Requirement” shall mean the portion of the Day-ahead Scheduling Reserves Requirement that is required in addition to the Base Day-ahead Scheduling Reserves Requirement to ensure adequate resources are procured to meet real-time load and operational needs, as specified in the PJM Manuals

### **Affected System:**

An electric system other than the Transmission Provider’s Transmission System that may be affected by a proposed interconnection or on which a proposed interconnection or addition of facilities or upgrades may require modifications or upgrades to the Transmission System.

### **Affected System Operator:**

An entity that operates an Affected System or, if the Affected System is under the operational control of an independent system operator or a regional transmission organization, such independent entity.

### **Affiliate:**

“Affiliate” shall mean any two or more entities, one of which controls the other or that are under common control. “Control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of an entity. Ownership of publicly-traded equity securities of another entity shall not result in control or affiliation for purposes of this Agreement if the securities are held as an investment, the holder owns (in its name or via intermediaries) less than 10 percent of the outstanding securities of the entity, the holder does not have representation on the entity’s board of directors (or equivalent managing entity) or vice versa, and the holder does not in fact exercise influence over day-to-day management decisions. Unless the contrary is

demonstrated to the satisfaction of the Members Committee, control shall be presumed to arise from the ownership of or the power to vote, directly or indirectly, ten percent or more of the voting securities of such entity.

**Agreements:**

Agreements are the Operating Agreement of PJM Interconnection, L.L.C., the PJM Open Access Transmission Tariff, the Reliability Assurance Agreement, the Reliability Assurance Agreement - West, and/or other agreements between PJM Interconnection, L.L.C. and its Members.

**Ancillary Services:**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**Annual Demand Resource:**

"Annual Demand Resource" shall have the meaning specified in the Reliability Assurance Agreement.

**Annual Energy Efficiency Resource:**

"Annual Energy Efficiency Resource" shall have the meaning specified in the Reliability Assurance Agreement.

**Annual Resource:**

"Annual Resource" shall mean a Generation Capacity Resource, an Annual Energy Efficiency Resource or an Annual Demand Resource.

**Annual Resource Price Adder:**

"Annual Resource Price Adder" shall mean, for Delivery Years starting June 1, 2014 and ending May 31, 2017, an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

**Annual Revenue Rate:**

"Annual Revenue Rate" shall mean the rate employed to assess a compliance penalty charge on a Curtailment Service Provider under section 11.

**Annual Transmission Costs:**

The total annual cost of the Transmission System for purposes of Network Integration

Transmission Service shall be the amount specified in Attachment H for each Zone until amended by the applicable Transmission Owner or modified by the Commission.

**Applicable Laws and Regulations:**

All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant parties, their respective facilities, and/or the respective services they provide.

**Applicable Regional Entity:**

The Regional Entity for the region in which a Network Customer, Transmission Customer, New Service Customer, or Transmission Owner operates.

**Applicable Standards:**

The requirements and guidelines of NERC, the Applicable Regional Entity, and the Control Area in which the Customer Facility is electrically located; the PJM Manuals; and Applicable Technical Requirements and Standards.

**Applicable Technical Requirements and Standards:**

Those certain technical requirements and standards applicable to interconnections of generation and/or transmission facilities with the facilities of an Interconnected Transmission Owner or, as the case may be and to the extent applicable, of an Electric Distributor, as published by Transmission Provider in a PJM Manual provided, however, that, with respect to any generation facilities with maximum generating capacity of 2 MW or less (synchronous) or 5 MW or less (inverter-based) for which the Interconnection Customer executes a Construction Service Agreement or Interconnection Service Agreement on or after March 19, 2005, “Applicable Technical Requirements and Standards” shall refer to the “PJM Small Generator Interconnection Applicable Technical Requirements and Standards.” All Applicable Technical Requirements and Standards shall be publicly available through postings on Transmission Provider’s internet website.

**Applicant:**

Applicant is an entity desiring to become a PJM Member, or to take Transmission Service that has submitted the PJMSettlement Credit Application, PJMSettlement Credit Agreement and other required submittals as set forth in this policy.

**Application:**

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

**Attachment Facilities:**

The facilities necessary to physically connect a Customer Facility to the Transmission System or interconnected distribution facilities.

**Attachment H**

Attachment H shall refer collectively to the Attachments to the PJM Tariff with the prefix “H-“ that set forth, among other things, the Annual Transmission Rates for Network Integration Transmission Service in the PJM Zones.

**Auction Revenue Rights:**

“Auction Revenue Rights” or “ARRs” shall mean the right to receive the revenue from the Financial Transmission Right auction, as further described in Section 7.4 of this Schedule.

**Auction Revenue Rights Credits:**

“Auction Revenue Rights Credits” shall mean the allocated share of total FTR auction revenues or costs credited to each holder of Auction Revenue Rights, calculated and allocated as specified in Section 7.4.3 of this Schedule.

**Authorized Government Agency:**

“Authorized Government Agency” means a regulatory body or government agency, with jurisdiction over PJM, the PJM Market, or any entity doing business in the PJM Market, including, but not limited to, the Commission, State Commissions, and state and federal attorneys general.

**Avoidable Cost Rate:**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

**Balancing Ratio**

“Balancing Ratio” shall have the meaning provided in section 10A.

**Base Capacity Demand Resource:**

“Base Capacity Demand Resource” shall have the meaning specified in the Reliability Assurance Agreement.

**Base Capacity Demand Resource Constraint:**

“Base Capacity Demand Resource Constraint” for the PJM Region or an LDA, shall mean, for

the 2018/2019 and 2019/2020 Delivery Years, the maximum Unforced Capacity amount, determined by PJM, of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources that is consistent with the maintenance of reliability. As more fully set forth in the PJM Manuals, PJM calculates the Base Capacity Demand Resource Constraint for the PJM Region or an LDA, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Base Capacity Resources, including no Base Capacity Demand Resources or Base Capacity Energy Efficiency Resources. The calculation for the PJM Region uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question.

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources (displacing otherwise committed generation) as interruptible from June 1 through September 30 and unavailable the rest of the Delivery Year in question and calculates the LOLE at each DR and EE level. The Base Capacity Demand Resource Constraint is the combined amount of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources, stated as a percentage of the unrestricted annual peak load, that produces no more than a five percent increase in the LOLE, compared to the reference value. The Base Capacity Demand Resource Constraint shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

**Base Capacity Demand Resource Price Decrement:**

“Base Capacity Demand Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources and the clearing price for Base Capacity Resources and Capacity Performance Resources, representing the cost to procure additional Base Capacity Resources or Capacity Performance Resources out of merit order when the Base Capacity Demand Resource Constraint is binding.

**Base Capacity Energy Efficiency Resource:**

“Base Capacity Energy Efficiency Resource” shall have the meaning specified in the Reliability Assurance Agreement.

**Base Capacity Resource:**

“Base Capacity Resource” shall mean a Capacity Resource as described in section 5.5A(b).

**Base Capacity Resource Constraint:**

“Base Capacity Resource Reliability Constraint” for the PJM Region or an LDA, shall mean, for the 2018/2019 and 2019/2020 Delivery Years, the maximum Unforced Capacity amount, determined by PJM, of Base Capacity Resources, including Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources, that is consistent with the maintenance of reliability. As more fully set forth in the PJM Manuals, PJM calculates the above Base Capacity Resource Constraint for the PJM Region or an LDA, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Base Capacity Resources, including no Base Capacity Demand Resources or Base Capacity Energy Efficiency Resources. The calculation for the PJM Region uses the weekly load distribution from the Installed Reserve Margin study for the Delivery Year in question (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a weekly load distribution (based on the Installed Reserve Margin study and the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question. Additionally, for the PJM Region and relevant LDA calculation, the weekly capacity distributions are adjusted to reflect winter ratings.

For both the PJM Region and LDA analyses, PJM models the commitment of an amount of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources equal to the Base Capacity Demand Resource Constraint (displacing otherwise committed generation). PJM then models the commitment of varying amounts of Base Capacity Resources (displacing otherwise committed generation) as unavailable during the peak week of winter and available the rest of the Delivery Year in question and calculates the LOLE at each Base Capacity Resource level. The Base Capacity Resource Constraint is the combined amount of Base Capacity Demand Resources, Base Capacity Energy Efficiency Resources and Base Capacity Resources, stated as a percentage of the unrestricted annual peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Base Capacity Resource Constraint shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [one minus the pool-wide average EFORD] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

“Base Capacity Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Resources and the clearing price for Capacity Performance Resources, representing the cost to procure additional Capacity Performance Resources out of merit order when the Base Capacity Resource Constraint is binding.

**Base Capacity Resource Price Decrement:**

“Base Capacity Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Resources and the clearing price for Capacity Performance Resources, representing the cost to procure additional Capacity Performance Resources out of merit order when the Base Capacity Resource Constraint is binding.

**Base Day-ahead Scheduling Reserves Requirement:**

“Base Day-ahead Scheduling Reserves Requirement” shall mean the thirty-minute reserve requirement for the PJM Region established consistent with the Applicable Standards, plus any additional thirty-minute reserves scheduled in response to an RTO-wide Hot or Cold Weather Alert or other reasons for conservative operations.

**Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

**Base Offer Segment:**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single Existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

**Base Residual Auction:**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

**Batch Load Demand Resource:**

“Batch Load Demand Resource” shall mean a Demand Resource that has a cyclical production process such that at most times during the process it is consuming energy, but at consistent regular intervals, ordinarily for periods of less than ten minutes, it reduces its consumption of energy for its production processes to minimal or zero megawatts.

**Behind The Meter Generation:**



Behind The Meter Generation refers to a generation unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities has consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection); provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Generation Capacity Resource; or (ii) in an hour, any portion of the output of such generating unit[s] that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.

**Black Start Service:**

Black Start Service is the capability of generating units to start without an outside electrical supply or the demonstrated ability of a generating unit with a high operating factor (subject to Transmission Provider concurrence) to automatically remain operating at reduced levels when disconnected from the grid.

**Breach:**

The failure of a party to perform or observe any material term or condition of Part IV or Part VI of the Tariff, or any agreement entered into thereunder as described in the relevant provisions of such agreement.

**Breaching Party:**

A party that is in Breach of Part IV or Part VI and/or an agreement entered into thereunder.

**Business Day:**

A Business Day is a day in which the Federal Reserve System is open for business and is not a scheduled PJM holiday.

**Buy Bid**

"Buy Bid" shall mean a bid to buy Capacity Resources in any Incremental Auction.

### 36.1 General:

Generation Interconnection Requests and Transmission Interconnection Requests shall be governed by this Section 36.

#### 36.1.01 Generation Interconnection Request:

Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

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

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

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(#b.) evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and

(#c.) the MW size of the proposed generating unit or the amount of increase in capacity-MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and

d. identification of the fuel type of the proposed generating unit or upgrade thereto; and

(#e.) a description of the equipment configuration, and if the generating unit is a wind generation facility, 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 depicting the wind plant as a single equivalent generator; and

~~(v.f.)~~ the planned date the proposed generating unit or increase in capacity-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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement the request is received by the Transmission Provider unless the Generation Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capacity-capability will take more than seven years; and

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

h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and (vii) an executed Generation Interconnection Feasibility Study Agreement, a form of which is contained in Attachment N, pursuant to which the Generation Interconnection Customer agrees to reimburse the Transmission Provider for the cost of the Generation Interconnection Feasibility Study;

~~(viii.)~~ Deposit.

i. A deposit shall be submitted to Transmission Provider, as follows:

(1) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, an initial deposit of \$10,000 plus \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

(2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, an initial deposit of \$20,000 plus in the amount of \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(3) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 an initial deposit of \$30,000 plus in the amount of \$200 for each MW requested, if the Generation

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Interconnection Request is received in the sixth calendar month of the current New Services Queue; ~~provided, however, that the maximum initial deposit for a Generation Interconnection Request will be \$100,000 regardless of both the size and timing of such request; and (ix) a base non-refundable deposit of \$10,000, if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; a base non-refundable deposit of \$20,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or a base non-refundable deposit of \$30,000, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.~~

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

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(1) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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(2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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

iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:

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(1) The cost of the Queue Position acceptance review; and

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- (2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
- (3) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
- (4) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
- (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (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 Generation Interconnection Request and/or associated Queue Position; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

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iv. Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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(1) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

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(2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

v. 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

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vi. The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).

vii. 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 Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.

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a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation Interconnection Request meets all requirements set forth

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above the Transmission Provider shall start the deficiency review. While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation

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Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.

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

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ii. The Interconnection Customer shall be provided ten 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 Generation Interconnection Request.

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(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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.



3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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.

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4. In accordance with Section 201 of the Tariff, the Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 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 shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings. ~~The base and initial deposit will be credited toward the amount of the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study. Upon completion of the Feasibility Study, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Any remaining non-refundable deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. If any non-refundable deposit monies remain after all studies are complete, such monies will be returned to a Generation Interconnection Customer upon Initial Operation, or to a Transmission Interconnection Customer upon energization of completed facilities as provided in Attachment GG, Appendix III, Section 20 of the Tariff.~~

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:

~~(A.i.)~~ the proposed maximum summer and winter megawatt electrical output;

~~(B.ii.)~~ the location of the generation by county and state;

~~(C.iii.)~~ the station or transmission line or lines where the interconnection will be made;

~~(D.iv.)~~ the facility's projected date of Initial Operation;

~~(E.v.)~~ the status of the Generation Interconnection Request, including its Queue Position;

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- ~~(Fvi.)~~ the type of Generation Interconnection Service requested;
- ~~(Gvii.)~~ the availability of any studies related to the Interconnection Request;
- ~~(Hviii.)~~ \_\_\_\_\_ the date of the Generation Interconnection Request;
- ~~(Ix.)~~ the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- ~~(Jx.)~~ for each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list will not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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### 36.1.02 Generation Interconnection Requests of 20 Megawatts or Less:

The Transmission Provider has developed streamlined processes for Generation Interconnection Requests involving new generation resources of 20 MW or less and increases in the capacity of a generating unit by 20 MW or less over any consecutive 24-month period. The processes for Generation Interconnection Requests involving increases in capacity by 20 MW or less are set forth in Subpart G of Part IV of the Tariff and the PJM Manuals.

### 36.1.03 Transmission Interconnection Request:

An Interconnection Customer that seeks to interconnect or add Merchant Transmission Facilities to the Transmission System, or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System shall submit to the Transmission Provider a Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Transmission 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 Interconnection Request to the Transmission Provider's acknowledgment.

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

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~~A Transmission Interconnection Request shall include:~~ ~~(i)a.)~~ \_\_\_\_\_ the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and

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~~(ii)b.)~~ \_\_\_\_\_ a description of the proposed Merchant Transmission Facilities; and

~~(iii)c.)~~ \_\_\_\_\_ the nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and

~~(iv)d.)~~ \_\_\_\_\_ the planned date the proposed Merchant Transmission Facilities will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities will take more than seven years; and

~~(v)e.)~~ \_\_\_\_\_ 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; and

~~(a)i.)~~ \_\_\_\_\_ Transmission Injection Rights and/or Transmission Withdrawal Rights, or

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~~(b)ii.)~~ \_\_\_\_\_ 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;

~~(vi)f.)~~ \_\_\_\_\_ 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

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

~~(viii)h.)~~ Deposit.

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i. A deposit shall be submitted to the Transmission Provider as follows:

(1) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus an executed Transmission Interconnection Feasibility Study Agreement, a form of which is contained in Attachment S, pursuant to which the Transmission Interconnection Customer agrees to reimburse the Transmission Provider for the cost of the Transmission Interconnection Feasibility Study; and (ix) an initial deposit in the amount of \$100 for each MW requested if the Transmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or

(2) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus an initial deposit in the amount of \$150 for each MW requested if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or

(3) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000, a deposit of \$30,000 plus or an initial deposit in the amount of \$200 for each MW requested, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue; provided, however, that the maximum initial deposit for a Transmission Interconnection Request will be \$100,000 regardless of both size and timing of such request; and (x) a base non-refundable deposit in the amount of \$10,000, if the Transmission Interconnection Request is received within the first four calendar months of the date of the beginning of the current New Services Queue; a base non-refundable deposit in the amount of \$20,000 if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or a base non-refundable deposit in the amount of \$30,000, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue.

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

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(1) 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 Transmission Interconnection Request and/or associated Queue Position; and/or

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(2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or

(3) 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.

iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:

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(1) The cost of the Queue Position acceptance review; and

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(2) The cost of the deficiency review of the Interconnection Customer's Transmission Interconnection Request (to determine whether the Transmission Interconnection Request is valid); and

(3) The dollar amount of the Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study; and

(4) If the Transmission Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Transmission Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (a) The costs of any restudies required as a result of the modification, rejection termination and/or withdrawal of such Transmission Interconnection Request; and/or
- (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 Transmission Interconnection Request and/or associated Queue Position; and/or
- (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.
- (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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.

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iv. Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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- (1) The Interconnection Customer's cost responsibility for any other studies conducted for the Transmission Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

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(2) 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.

v. 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 shall be returned to the Interconnection Customer.

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vi. The Interconnection Customer must submit the total required deposit amount with the Transmission Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Transmission Interconnection Request, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Transmission Interconnection Request shall be terminated prior to reaching the deficiency review stage).

vii. 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.

~~The base and initial deposit will be credited toward the amount of the Transmission Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study and other studies conducted under Part IV or Part VI of the Tariff.~~

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

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a. If a Transmission Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review.

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b. Pursuant to Section 9, Cost Responsibility, of the Transmission Interconnection Feasibility Study Agreement (Tariff, Attachment S), 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:

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

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(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 Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

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c. If there are deficiencies in the Transmission 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 business days of receipt of the Transmission Interconnection Request that such Transmission Interconnection Request is deficient. This notification is referred to as a deficiency notice.

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- i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
- ii. The Interconnection Customer shall be provided ten 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 monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Transmission 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 Transmission 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 business days to review the Interconnection Customer's response to the deficiency notice. If the Transmission Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Transmission Interconnection Request 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 Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

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- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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 Transmission Provider shall assign Queue Positions pursuant to Section 201 on the date and time of receipt of all the required information set forth in this Section 36.1.03.

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5. Deficiencies shall 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 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 the relevant PJM 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 the relevant PJM Transmission Interconnection Request, the relevant PJM Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

7. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Transmission Interconnection Requests that identifies:

~~(A.i.)~~ in megawatts the potential nominal capability or increase in capability;

~~(B.ii.)~~ the location of the Merchant Transmission Facilities by county and state;

~~(C.iii.)~~ the station or transmission line or lines where the interconnection will be made;

~~(D.iv.)~~ the facility's projected date of Initial Operation;

~~(E.v.)~~ the status of the Transmission Interconnection Request, including its Queue Position;

~~(F.vi.)~~ the availability of any studies related to the Interconnection Request;

~~(G.vii.)~~ the date of the Transmission Interconnection Request;

~~(H.viii.)~~ \_\_\_\_\_ the type of Merchant Transmission Facilities to be constructed; and

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(ix.) for each Transmission Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

- b. This list will not disclose the identity of the Transmission Interconnection Customer, except as otherwise provided in Part IV or Part VI of the Tariff. The list and the priority of Transmission Interconnection Requests shall be included on the Transmission Provider's website as a part of the New Services Queue.

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~~Within 30 days of submitting its Interconnection Request, Transmission Interconnection Customer shall provide evidence that it has submitted a valid interconnection request with the adjacent Control Area(s) in which it is interconnecting, if applicable. Transmission Interconnection Customer shall maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM interconnection process.~~

#### **36.1.03A Transmission Interconnection Customers Requesting Merchant Network Upgrades**

Notwithstanding Section 36.1.03, an Interconnection Customer that proposes Merchant Network Upgrades (including advancing pursuant to Section 220 or accelerating 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) shall submit an Upgrade Request, with the required information and the required deposit for a System Impact Study, as set forth in Attachment EE.

#### **36.1.1 Interconnection Services for Generation:**

Generation Interconnection Customers may request either of two forms of Interconnection Service, i.e., interconnection as a Capacity Resource or as an Energy Resource. Energy Resource status allows the generator to participate in the PJM Interchange Energy Market pursuant to the PJM Operating Agreement. Capacity Resource status allows the generator to participate in the PJM Interchange Energy Market to be utilized by load-serving entities in the PJM Region to meet capacity obligations imposed under the Reliability Assurance Agreement and/or to be designated as a Network Resource under Part III. Capacity Resources also may participate in Reliability Pricing Model Auctions and in Ancillary Services markets pursuant to the ~~PJM~~ Tariff or the Operating Agreement. Capacity Resource status is based on providing sufficient transmission capability to ensure deliverability of generator output to the aggregate PJM Network Load and to satisfy the contingency criteria in the Applicable Standards. Specific tests performed during the Generation Interconnection Feasibility Study and later System Impact Study will identify those upgrades required to satisfy the contingency criteria applicable at the generator's location.

Consistent with Section 1.7.4(i) of Schedule 1 to the Operating Agreement, to the extent its generating facility is dispatchable, an Interconnection Customer shall submit an Economic

Minimum in the real-time market that is no greater than the higher of its physical operating minimum or its Capacity Interconnection Rights.

### 36.1.2 No Applicability to Transmission Service:

Nothing in this Part IV shall constitute a request for transmission service, or confer upon an Interconnection Customer any right to receive transmission service, under Part II or Part III.

### 36.1.3 ~~[Reserved] Acknowledgement of Interconnection Request:~~

~~The Transmission Provider shall acknowledge receipt of the Interconnection Request (electronically when available to all parties, otherwise written) within five (5) business days after receipt of the request and shall attach a copy of the received Interconnection Request to the acknowledgement.~~

### 36.1.4 ~~[Reserved] Deficiencies in Interconnection Request:~~

~~An Interconnection Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Interconnection Requests by the Interconnection Customer and until all information required under Section 36.1 has been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 36.1, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) business days of receipt of the initial Interconnection Request. Such notice shall explain that the Interconnection Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) business days after receipt of such notice. Upon timely correction of the deficiency, the Interconnection Request shall be assigned a Queue Position under Section 201 as of the date that Transmission Provider first received the request. In the event the Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by Transmission Provider's deficiency notice under this Section 36.1.4, its Interconnection Request shall be deemed to be terminated and withdrawn. Notwithstanding the above, the Interconnection Customer must submit its deposit at the time it submits its Interconnection Request. Failure to do so will result in rejection of the Interconnection Request.~~

### 36.1.5 Scoping Meeting:

~~The following provision shall apply to Interconnection Requests submitted prior to May 1, 2012:~~

~~Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and~~

~~secondary Point of Interconnection may be selected by the Interconnection Customer. After receipt of a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after receipt of a valid Interconnection Request, if the Interconnection Request is received in the first calendar month of the current New Services Queue; or within 30 days if the Interconnection Request is received within the second calendar month of the current New Services Queue; or in 20 days if the Interconnection Request is received in the third calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.~~

~~The following provision shall apply to Interconnection Requests submitted on or after May 1, 2012:~~

After a valid Interconnection Request has been established, the Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After ~~receipt of establishing~~ a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days of establishing such valid Interconnection Request, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after ~~receipt-establishment~~ of a valid Interconnection Request; if the valid Interconnection Request is ~~received-established~~ in the first four calendar months of the current New Services Queue; or within 30 days if the valid Interconnection Request is ~~received~~ established within the fifth calendar month of the current New Services Queue; or in 20 days if the valid Interconnection Request is ~~received-established~~ in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.

### **36.1.6 Coordination with Affected Systems:**

The Transmission Provider will coordinate with Affected System Operators the conduct of any required studies in accordance with Section 202.

### **36.1.7 Base Case Data:**

Transmission Provider shall provide Interconnection Customer with base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon request and subject to the confidentiality provisions of Section 223 of the Tariff. Transmission Provider may require Interconnection Customer to sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects, that are included in the then-current, approved Regional Transmission Expansion Plan.

## 36.2 Interconnection Feasibility Study:

The following provision applies to Interconnection Requests that are submitted prior to May 1, 2012:

After receiving an Interconnection Request, a signed Generation Interconnection Feasibility Study Agreement or Transmission Interconnection Feasibility Study Agreement, as applicable, and the applicable deposit contained in Sections 36.1.01, 36.1.03, 110.1, 111.1, and 112.1 (as were in effect prior to May 1, 2012) of the Tariff from the Interconnection Customer, and, if applicable, subject to the terms of Section 36.1A.5, the Transmission Provider shall conduct an Interconnection Feasibility Study to make a preliminary determination of the type and scope of Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Request and to provide the Interconnection Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Interconnection Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Interconnection Feasibility Study assesses the practicality and cost of accommodating interconnection of the generating unit or increased generating capacity with the Transmission System. The analysis is limited to load flow analysis of probable contingencies and, for Generation Interconnection Requests, short circuit studies. This study also focuses on determining preliminary estimates of the type, scope, cost and lead time for construction of facilities required to interconnect the project. For a Generation Interconnection Customer, the Interconnection Feasibility Study may provide separate estimates of necessary facilities and upgrades and associated cost responsibility reflecting the generating facility being designated as either a Capacity Resource or an Energy Resource. The study for the primary Point of Interconnection will be conducted as a cluster, within the project's New Services Queue. The study for the secondary Point of Interconnection will be conducted as a sensitivity analysis. The Transmission Provider shall provide a copy of the Interconnection Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Interconnection Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall list the study and the date of the Interconnection Request to which it pertains on the Transmission Provider's OASIS. To the extent required by Commission regulations, the Transmission Provider shall make the completed Interconnection Feasibility Study publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential. The Transmission Provider shall conduct Interconnection Feasibility Studies four times each year. For Interconnection Requests received during the three month period ending January 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by April 30. For Interconnection Requests received during the three month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. For Interconnection Requests received during the three month period ending July 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by October 31. For Interconnection Requests received during the three month period ending October 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by January 31. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and



~~provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.~~

~~The following provision applies to Interconnection Requests that are submitted on or after May 1, 2012:~~

After receiving an Interconnection Request, a signed Generation Interconnection Feasibility Study Agreement or Transmission Interconnection Feasibility Study Agreement, as applicable, and the applicable deposit contained in Sections 36.1.01, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff from the Interconnection Customer, and, if applicable, subject to the terms of Section 36.1A.5, the Transmission Provider shall conduct an Interconnection Feasibility Study to make a preliminary determination of the type and scope of Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Request and to provide the Interconnection Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Interconnection Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Interconnection Feasibility Study assesses the practicality and cost of accommodating interconnection of the generating unit or increased generating capacity with the Transmission System. The analysis is limited to load-flow analysis of probable contingencies and, for Generation Interconnection Requests, short-circuit studies. This study also focuses on determining preliminary estimates of the type, scope, cost and lead time for construction of facilities required to interconnect the project. For a Generation Interconnection Customer, the Interconnection Feasibility Study may provide separate estimates of necessary facilities and upgrades and associated cost responsibility reflecting the generating facility being designated as either a Capacity Resource or an Energy Resource. The study for the primary Point of Interconnection will be conducted as a cluster, within the project's New Services Queue. The study for the secondary Point of Interconnection will be conducted as a sensitivity analysis. The Transmission Provider shall provide a copy of the Interconnection Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Interconnection Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall list the study and the date of the Interconnection Request to which it pertains on the Transmission Provider's [website OASIS](#). To the extent required by Commission regulations, the Transmission Provider shall make the completed Interconnection Feasibility Study publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential. The Transmission Provider shall conduct Interconnection Feasibility Studies two times each year.

The following applies to Interconnection Requests received prior to October 1, 2016:

For Interconnection Requests received during the six-month period ending October 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by August 31. Following the closure of an interconnection queue on October 31 and April 30, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to

initiate the performance of the Interconnection Feasibility Studies on December 1 and June 1, respectively. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

The following applies to Interconnection Requests received between November 1, 2016 and March 31, 2017:

For Interconnection Requests received during the five-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queue on March 31, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on May 1. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

The following applies to Interconnection Requests received after April 1, 2017:

For Interconnection Requests received during the six-month period ending September 30, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by January 31. For Interconnection Requests received during the six-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queues on September 30 and March 31, respectively, the Transmission Provider will utilize the following months of October and April, respectively, to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on November 1 and May 1, respectively. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

### **36.2.1 Substitute Point:**

If the Interconnection Feasibility Study reveals any result(s) not reasonably expected at the time of the Scoping Meeting, a substitute Point of Interconnection identified by the Interconnection Customer, Transmission Provider, or the Interconnected Transmission Owner, and acceptable to the others, but which would not be a Material Modification, will be substituted for the Point of Interconnection identified in the Interconnection Feasibility Study Agreement. The substitute Point of Interconnection will be effected without loss of Queue Position and will be utilized in the ensuing System Impact Study.

**36.2.2 Meeting with Transmission Provider:**

At the Interconnection Customer's request, Transmission Provider, the Interconnection Customer and the Interconnected Transmission Owner shall meet at a mutually agreeable time to discuss the results of the Interconnection Feasibility Study. Such meeting may occur in person or by telephone or video conference.

**36.2.3 Reserved.**

## 110.1 Application

~~The Δ Generation Interconnection Customer desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity, by 20 MW or less, of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment completed Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at and must be submitted to Transmission Provider.~~

~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a capacity addition of 20 MW or less, including a refundable deposit in the amount of \$10,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received in the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received in the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies as appropriate. Any remaining deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. The Generation Interconnection Customer is responsible for all actual costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies as appropriate.~~

~~Documentation of site control must be submitted, for small resource additions, with the completed Attachment N. Site control may be demonstrated through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.~~

~~All information required in the completed Attachment N related to the generating project site, Point of Interconnection, and generating unit size and configuration must be provided. Once it has been established that the requirements related to the submission of the Attachment N application have been met, the Generation Interconnection Request will be evaluated pursuant to this section 110.1.1.~~

### 1. Generation Interconnection Request Requirements.

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

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- i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
- iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
- 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

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ix. Deposit.

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

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(a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

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(b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

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(a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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

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

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

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

(c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and

(d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

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(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

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(6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection



Request shall 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, Interconnection Request or Queue Position.

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

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

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b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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:

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

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(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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.

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

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ii. The Interconnection Customer shall be provided ten 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 Generation Interconnection Request.

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(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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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.

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4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 110.1. If the information required pursuant to Section 110.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:

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i. The proposed maximum summer and winter megawatt electrical output;

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ii. The location of the generation by county and state;

iii. The station or transmission line or lines where the interconnection will be made;

- iv. The facility's projected date of Initial Operation;
  - v. The status of the Generation Interconnection Request, including its Queue Position;
  - vi. The type of Generation Interconnection Service requested;
  - vii. The availability of any studies related to the Interconnection Request;
  - viii. The date of the Generation Interconnection Request;
  - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
  - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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110.1.1-7. Small Generation Project Evaluation.

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Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5-~~percent%~~ as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1-~~percent%~~ of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects

connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1-~~percent~~% of line rating.

## 111.1 Application

The Interconnection Customer desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment. ~~Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at <http://pjm.com/planning/rtep-development/expansion-plan-process/form-attachment-n.aspx> and must be submitted to Transmission Provider.~~

### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

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

viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

ix. Deposit.

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

(a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

(b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

- (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or



withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

(b) Any outstanding monies owed by the Interconnection Customer in connection with

outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

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

- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 111.1. If the information required pursuant to Section 111.1

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is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:

- i. The proposed maximum summer and winter megawatt electrical output;
- ii. The location of the generation by county and state;
- iii. The station or transmission line or lines where the interconnection will be made;
- iv. The facility's projected date of Initial Operation;
- v. The status of the Generation Interconnection Request, including its Queue Position;
- vi. The type of Generation Interconnection Service requested;
- vii. The availability of any studies related to the Interconnection Request;
- viii. The date of the Generation Interconnection Request;
- ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a capability addition of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter based), including a refundable deposit of \$10,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received during the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies as appropriate. Upon completion of the Feasibility Study or Alternate Queue Process studies, the Transmission Provider will return any unused deposit monies to Interconnection Customer. The Generation Interconnection Customer is responsible for all actual costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies.~~

#### 111.1.1-7. Small Generation Project Evaluation.

Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5-percent% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1-percent% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1-percent% of line rating.

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## 112.1 Application

The Generation Interconnection Customer desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment a completed Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at and must be submitted to Transmission Provider.

### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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

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

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

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

(c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and

(d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to

Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

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

- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112.1. If the information required pursuant to Section 112.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

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~~For temporary Energy Resources, all required analysis will be performed within the scope of the Feasibility Study referred to in the Attachment N application. These analyses will include all evaluations of transmission system impacts as well as any facilities design or review.~~

~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a temporary Energy Resource addition of 20 MW or less, including a refundable deposit in the amount of \$10,000 if the Generation Interconnection Request was received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received in the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received in the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies, as appropriate. Upon completion of the Feasibility Study or Alternate Queue Process studies, the Transmission Provider will return any unused deposit monies to Interconnection Customer. The Interconnection Customer is responsible for all costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies.~~

~~Documentation of site control must be submitted, for small resource additions, with the completed Attachment N. Site control may be demonstrated through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.~~

~~All information required in the completed Attachment N related to the generating project site, point of interconnection, and generating unit size and configuration must be provided.~~

~~Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests will not be identified in the New Services Queue on the PJM web site. A separate queue of such requests will, however, be maintained in order to facilitate processing.~~

~~5. Deficiency notices shall 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. Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.~~

~~112.1.1-7. Small Generation Project Evaluation.~~

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Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 ~~percent%~~ as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 ~~percent%~~ of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 ~~percent%~~ of line rating.



## 112A.1 Application

The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider an Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Interconnection Request to the Transmission Provider's acknowledgment ~~completed Attachment Y— Form of Screens Process Interconnection Request and provide the Transmission Provider a refundable deposit in the amount of \$2,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$3,000 if the Generation Interconnection Request is received within the fifth month of the New Services Queue; or a refundable deposit in the amount of \$5,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue. The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study, screens evaluation, supplemental screens evaluation, or Alternate Queue Process studies, as appropriate. Upon completion of the Feasibility Study, screens evaluation, supplemental screens evaluation or Alternate Queue Process studies, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Within 15 business days after the Transmission Provider notifies the Interconnection Customer it has received a complete Screens Process Interconnection Request, the Transmission Provider in consultation with the Interconnected Transmission Owner(s) shall: (i) perform an initial review using the screens set forth below, (ii) notify the Interconnection Customer of the results of the initial review, and (iii) shall provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations under the screens. The Interconnection Parties may mutually agree to a reasonable extension of time, for completion of the initial review, agreement not to be unreasonably withheld.~~

### 1. Interconnection Request Requirements.

a. To be assigned a PJM Queue Position pursuant to Section 201, an Interconnection Customer must submit a complete and fully executed Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment Y. To be considered complete at the time of submission, the Interconnection Customer's Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:

- i. Interconnection Customer Information; and
- ii. Energy Resource Information; and
- iii. Energy Resource Characteristic Data; and

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iv. Interconnection Facilities Information; and

v. Diagrams and Site Control; and

vi. Deposit.

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

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(a) A deposit of \$2,000 if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or

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(b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$5,000 if the Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

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(a) 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 Interconnection Request and/or associated Queue Position or Alternate Queue Process; and/or

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(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or

(c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service

Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

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

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(a) The cost of the screens evaluation and/or supplemental screens evaluations; and

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(b) The cost of Alternate Queue Process studies; and

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

(d) If the Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Interconnection Request; and/or

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(ii) 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 Interconnection Request and/or associated Queue Position; and/or

(iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

(iv) 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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the screens evaluations and/or Alternate Queue Process studies, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

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(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

(5) If any refundable deposit monies remain after the screens evaluations and/or Alternate Queue Process studies are complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.

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(6) The Interconnection Customer must submit the total required deposit amount with the Interconnection Request.

If the Interconnection Customer fails to submit the total required deposit amount with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request shall be terminated prior to reaching the screens evaluations and/or 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 or Alternate Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position or Alternate Queue Position.

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

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a. If an Interconnection Request meets all of the requirements set forth above, the Transmission Provider shall start the deficiency review.

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b. If there are deficiencies in the 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 business days of receipt of the Interconnection Request that such 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.

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ii. The Interconnection Customer shall be provided ten 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 and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Interconnection Request.

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(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 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Interconnection Requests shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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 assigned.

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4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112A. If the information required pursuant to Section 112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Interconnection Requests that identifies:

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i. The proposed maximum summer and winter megawatt electrical output;

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ii. The location of the generation by county and state;

iii. The station or transmission line or lines where the interconnection will be made;

- iv. The facility's projected date of Initial Operation;
- v. The status of the Interconnection Request, including its Queue Position;
- vi. The type of Interconnection Service requested;
- vii. The availability of any studies related to the Interconnection Request;
- viii. The date of the Interconnection Request;
- ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- x. For each Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list shall not disclose the identity of the Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

112A.2 Screens. Subject to the Interconnection Customer, Transmission Provider and Interconnected Transmission Owner(s) mutually agreeing to reasonable extension of time beyond 15 business days, which agreement shall not be unreasonably withheld, within 15 business days of the Interconnection Customer submitting an Interconnection Request pursuant to Section 112A.1 of the Tariff, Transmission Provider in consultation with the relevant Interconnected Transmission Owner(s) shall:

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1. Provide a screens review/evaluation of the Interconnection Request using the screens set forth below; and

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2. Notify the Interconnection Customer of the results of the initial review/evaluation and inform the Interconnection Customer whether supplemental screens evaluations must be performed; and

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3. Provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations pursuant to the screens set forth below.

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112A.2.1 The proposed interconnection must be on a portion of the Interconnected Transmission Owner's distribution facilities located in the PJM Region and the output of the Customer Facility to be used for wholesale sales in the PJM Region. Distribution facilities shall include facilities that are non-networked, often lower voltage facilities that carry power in one direction, but does not include sub transmission facilities.

112A.2.2 For interconnection of a proposed Energy Resource to a radial distribution circuit, the aggregated generation, including the proposed Energy Resource on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnected Transmission Owner's electric system connected to a customer and bounded by automatic sectionalizing devices or the end of the distribution line.

112A.2.3 For interconnection of a proposed Energy Resource to the load side of spot network protectors, the proposed Energy Resource must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.

112A.2.4 The proposed Energy Resource, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

112A.2.5 The proposed Energy Resource, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the proposed interconnection be accepted for a circuit that already exceeds 87.5% of the short circuit interrupting capability.



112A.2.6 Using the table below, Transmission Provider, in consultation with the Interconnected Transmission Owner, shall determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnected Transmission Owner’s electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

112A.2.7 If the proposed Energy Resource is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Energy Resource, shall not exceed 20 kW.

112A.2.8 If the proposed Energy Resource is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20-% of the nameplate rating of the service transformer.

112A.2.9 The proposed Energy Resource, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Energy Resource proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

112A.2.10 No construction of facilities by the Interconnected Transmission Owner on its own system shall be required to accommodate the Energy Resource.

## 201 Queue Position:

Each New Service Request shall be assigned a priority, or Queue Position, based on the date and time ~~all required information and requisite deposits are~~ received, i.e., Queue Positions will be assigned on a first-come, first-served basis. The Queue Position of each Interconnection Request and each Completed Application shall be assigned in accordance with the applicable terms of Part II, Part III, or Part IV. The Queue Position of each Upgrade Request shall be the date of Transmission Provider's receipt of all applicable information required by Attachment EE of the Tariff. Subject to the applicable terms of the Tariff, all New Service Requests shall be processed as part of a single New Services Queue, except where such projects have been assigned to a subsequent queue pursuant to Sections ~~36.1.01, 36.1.03, 36.2A.1.2, or~~ 36.2A.2, ~~110, 111, 112, or 112A~~, in which case such projects will be studied as part of a single New Services Queue with such subsequent queue. With the exception of Interconnection Requests pursuant to Section 112, ~~t~~The Transmission Provider shall publish the New Services Queue on its ~~OASIS~~-website identifying each pending New Service Request and its status as and to the extent consistent with applicable terms of the Tariff. For the purpose of determining the amount of a New Service Customer's cost responsibility for the construction of necessary facilities or upgrades to accommodate its New Service Request, a New Service Request that is deemed terminated and withdrawn under this Part VI or other applicable terms of the Tariff shall concurrently lose its Queue Position and will not be included in any further studies. Nothing in this Section 201, however, precludes an entity from later submitting another New Service Request or resubmitting a withdrawn or terminated New Service Request and receiving a new Queue Position in accordance with the applicable Sections 36.1.01, 36.1.03, 36.2A.1.2, 36.2A.2, 110, 111, 112, or 112A.

### 201.1 Transferability of Queue Position:

A New Service Customer may transfer its Queue Position to another entity only if, (a) in the case of a transfer by an Interconnection Customer, the other entity acquires the rights to the same Point(s) of Interconnection identified in the Interconnection Request, or, (b) in the case of a transfer by any other New Service Customer, the acquiring entity accepts, as applicable, the same receipt and delivery points or the same source and sink as stated in the transferor's New Service Request.

### 204.3 Interconnection Requests:

Upon completion of the Interconnection Feasibility Study, the Transmission Provider shall tender to the affected Interconnection Customer a System Impact Study Agreement. For an Interconnection Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Feasibility Study costs exceeding the Feasibility Study deposit fee contained in Sections 36.1.02, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff, if any, (iii) shall pay the Transmission Provider a deposit as provided in 204.3A below, (iv) shall identify the Point(s) of Interconnection, and (v) in the case of a Generation Interconnection Customer, shall (A) demonstrate that it has made an initial application for the necessary air emission permits, if any, for its proposed generation, (B) specify whether it desires to interconnect its generation to the Transmission System as a Capacity Resource or an Energy Resource, (C) provide required machine modeling data as specified in the PJM Manuals, (D) in the case of a wind generation facility, provide a detailed electrical design specification and other data (including system layout data) as required by the Transmission Provider for completion of the System Impact Study no later than 6 months after submission of the Generation Interconnection Request, and (E) notify the Transmission Provider if it seeks to use Capacity Interconnection Rights in accordance with ~~section-Section~~ 230.3.3; or, (vi) in the case of a Transmission Interconnection Customer, shall (A) provide Transmission Provider with evidence of an ownership interest in, or right to acquire or control, the site(s) where major equipment (e.g., a new transformer or D.C. converter stations) would be installed, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (B) demonstrate in a manner acceptable to Transmission Provider that it holds rights to use (or an option to obtain such rights) any existing facilities of the Transmission System that are necessary for construction of the proposed Merchant Transmission Facilities; and (C) provide required modeling data as specified in the PJM Manuals. If an Interconnection Customer fails to comply with any of the applicable listed requirements, its Interconnection Request shall be deemed terminated and withdrawn, however in the event that the information required per (v) (C), (v) (D), or (vi) (C) above is provided and deemed to be deficient by the Transmission Provider, Interconnection Customer may provide additional information acceptable to the Transmission Provider within 10 business days. Failure of the Interconnection Customer to provide information identified as being deficient within 10 business days shall result in the Interconnection Request being terminated and withdrawn. ~~If an Interconnection Request has returned their System Impact Study Agreement and all required information prior to May 1, 2012, and it is determined that the data supplied as required per (v) (C), (v) (D), or (vi) (C) above is deficient, the Interconnection Customer shall be required to remedy all deficiencies no later than June 1, 2012. In the case of the Interconnection Requests for which the System Impact Study Agreement and all required information have been returned prior to May 1, 2012, failure of the Interconnection Customer to provide information identified as being deficient by no later than June 1, 2012 shall result in the Interconnection Request being terminated and withdrawn.~~ If a terminated and withdrawn Interconnection Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.

**204.3A Deposits for Interconnection Customers**

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~~:(i) For a proposed Customer Facility that is greater than 100 MW, Interconnection Customer shall pay (a) a non-refundable deposit of \$50,000 and (b) a refundable deposit of \$300 for each MW requested, not to exceed \$300,000; (ii) for a proposed Customer Facility that is greater than 20 MW but equal to or less than 100 MW, Interconnection Customer shall pay a non-refundable deposit of \$500 for each MW requested; (iii) for a proposed Customer Facility that is greater than 2 MWs but equal to or less than 20 MWs, Interconnection Customer shall pay a refundable deposit of \$10,000; or (iv) for a proposed Customer Facility that equal to or less than 2 MWs, Interconnection Customer shall pay a refundable deposit of \$5,000. The Interconnection Customer is responsible for all actual costs associated with the performance of the System Impact Study related to the Interconnection Request and will be billed for any such costs exceeding the deposits at such time the exceedance is identified. Any unused portion of the non-refundable deposit under (i) through (ii) above will become refundable if the System Impact Study is not completed within 60 days after the expected completion date specified in Section 5 of Attachment N-1 to the Tariff. Upon completion of the System Impact Study, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Any remaining non-refundable deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. If any non-refundable deposit monies remain after all studies are complete, such monies will be returned to a Generation Interconnection Customer upon Initial Operation, or to a Transmission Interconnection Customer upon energization of completed facilities as provided in Attachment GG, Appendix III, Section 20 of the Tariff. If the Interconnection Customer withdraws its Interconnection Request, or is otherwise deemed terminated and withdrawn under this Part VI of the Tariff, any unused portion of the non-refundable deposit will be used to (x) fund Re-Studies due to such withdrawal under Section 205.5 of the Tariff, and (y) fund payments due to Interconnected Transmission Owners and third-party contractors, as applicable, as a result of any failure of Interconnection Customer to pay actual study costs as provided herein.~~

1. Provided that the maximum total deposit amount for a System Impact Study shall be \$300,000 regardless of the size of the proposed Customer Facility, a System Impact Study deposit shall be submitted to Transmission Provider, as follows:
  - a. For a proposed Customer Facility that is 20 MW or greater, a deposit of \$500 for each MW requested; or
  - b. For a proposed Customer Facility that is 2 MW or greater, but less than 20 MW, a deposit of \$10,000; or
  - c. For a proposed Customer Facility that is less than 2 MW, a deposit of \$5,000.
2. 10% of each total System Impact Study deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request or the

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Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:

a. 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 Interconnection Request and/or associated Queue Position; and/or

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

c. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Interconnection Requests by the Interconnection Customer.

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3. 90% of each total System Impact Study deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total System Impact Study deposit amount to cover the following:

a. The cost of the System Impact Study acceptance review; and

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b. The dollar amount of the Interconnection Customer's cost responsibility for the System Impact Study; and

c. If the System Impact Study Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the System Impact Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

i. The costs of any restudies required as a result of the modification, rejection, termination and/or withdrawal of such request; and/or

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ii. 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 System Impact Study Request and/or associated Queue Position; and/or

iii. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Interconnection Requests by such customer.

iv. 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 shall be returned to the customer in accordance with the PJM Manuals.

4. Upon completion of the System Impact Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

a. The cost responsibility of the Interconnection Customer for any other studies conducted for the Interconnection Request; and/or

b. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Interconnection Requests by such Interconnection Customer.

5. If any refundable deposit monies remain after the System Impact 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 Interconnection Requests by such Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.

6. The Interconnection Customer must submit the total required deposit amount with the System Impact Study Request. If the Interconnection Customer fails to submit the total required deposit amount with the System Impact Study Request, the System Impact Study Request shall be deemed to be terminated and withdrawn.

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

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### 205.3 Timing of Studies:

~~The following provision shall apply to all New Service Requests submitted prior to November 1, 2011:~~

~~The Transmission Provider shall conduct System Impact Studies each year commencing on (i) June 1, for New Service Requests received between November 1 of the previous year and January 31 of the same year, (ii) September 1, for New Service Requests received between February 1 and April 30 of the same year, (iii) December 1, for New Service Requests received between May 1 and July 31 of the same year, and (iv) March 1, for New Service Requests received between August 1 and October 31 of the preceding year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider will use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.~~

~~The following provision shall apply to all New Service Requests submitted between November 1, 2011 and January 31, 2012:~~

~~The Transmission Provider shall conduct System Impact Studies commencing on July 1, 2012 for all New Service Requests received between November 1, 2011 and January 31, 2012. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider will use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.~~

~~The following provision shall apply to all New Service Requests submitted between February 1, 2012 and April 30, 2012:~~

~~The Transmission Provider shall conduct System Impact Studies commencing on November 1, 2012 for all New Service Requests received between February 1, 2012 and April 30, 2012. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider will use the same due diligence in~~

~~completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.~~

The following provision shall apply to all New Service Requests submitted on ~~or after~~ May 1, 2012 through and including October 31, 2016:

The Transmission Provider shall conduct System Impact Studies each year commencing on (i) June 1, for New Service Requests received between May 1 and October 31 of the previous year, (ii) December 1, for New Service Requests received between November 1 of the previous year, and April 30 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider ~~will~~ shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on November 1, 2016 through and including March 31, 2017:

The Transmission Provider shall conduct System Impact Studies commencing on November 1, for New Service Requests received between October 1 of the previous year, and March 31 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on or after April 1, 2017:

The Transmission Provider shall conduct System Impact Studies each year commencing on (i) May 1, for New Service Requests received between April 1 and September 30 of the previous year, (ii) November 1, for New Service Requests received between October 1 of the previous year, and March 31 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The



Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

**ATTACHMENT N**  
**Form of**  
**Generation Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Generation Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) (individually referred to as a “Party,” or collectively referred to as the “Parties”) pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”) (the “Agreement”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. ~~By submitting this Agreement and complying with Pursuant to Section 36.1.01, 110.1, or 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer and has also submitted with this Agreement paid the applicable initial required deposit to the Transmission Provider and the applicable non refundable base deposit for a proposed interconnection of a generation facility over 20 MW; or the applicable initial deposit and the applicable non refundable base deposit for a proposed interconnection of a generation facility 20 MW or less but greater than 2 MW, as applicable, to the Transmission Provider.~~
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:-
  - a. Location of generating unit site (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site):  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  - b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence

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may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:

~~c. Size in megawatts of generating unit or increase in capacity of existing generating unit:~~

~~A. Maximum Facility Output (as defined in section 1.18A.03 of the PJM Tariff) of the generating unit:~~

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~~B. If Interconnection Request is for an increase in capacity of existing generating unit, specify size in megawatts of the increase in capacity of existing generating unit:~~

~~C. Specify any portion of the facility's capacity that you wish to be a Capacity Resource or Energy Resource.~~

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~~\_\_\_\_\_ MW Capacity Resource~~

~~\_\_\_\_\_ MW Energy Resource~~

~~PLEASE NOTE: THE CAPACITY INDICATED IN YOUR RESPONSE TO PART C OF THIS ITEM MAY BE REDUCED, BUT MAY NOT BE INCREASED, WITH RESPECT TO THIS INTERCONNECTION REQUEST FOR THIS PROJECT. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.~~

~~i. For new generating units, complete the following chart:~~

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<del>Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts</del>	
<del>Total Requested Capacity Interconnection</del>	

<u>Rights (as defined in the PJM Tariff) in Megawatts</u>	
-----------------------------------------------------------	--

ii. For existing generating units that will be adding megawatt capability, complete the following chart:

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	<u>Existing Facility</u>	<u>Proposed Facility Incremental Increase</u>	<u>Total</u>
<u>Maximum Facility Output (as defined in the PJM Tariff) in Megawatts</u>			
<u>Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts</u>			

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iii. For new Behind The Meter generating units, complete the following chart:

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<u>Gross Generator Output in Megawatts</u>	
<u>Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)</u>	
<u>Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts</u>	
<u>Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts</u>	

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iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	<u>Existing Facility</u>	<u>Requested Facility Increase</u>	<u>Total</u>
<u>Gross Generator Output in Megawatts</u>			
<u>Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)</u>			
<u>Maximum Facility Output (as defined in the PJM Tariff) to be</u>			

<u>exported from the Behind the Meter Generator onto the PJM System, in Megawatts</u>			
<u>Capacity Interconnection Rights, in Megawatts</u>			

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d. Identify the fuel type of the new or existing generating unit:-

\_\_\_\_\_

e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

\_\_\_\_\_

\_\_\_\_\_

f. Planned date the new generating unit or increase in capacity capability will be in service:

\_\_\_\_\_

g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer's prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement:

\_\_\_\_\_

\_\_\_\_\_

~~f.~~ ~~Is the generating unit to be evaluated as a Capacity Resource?:~~

Yes \_\_\_\_\_ or No \_\_\_\_\_

~~\_\_\_\_\_ If yes, check here to be evaluated also as an Energy Resource: \_\_\_\_\_~~

~~g. Is the generating unit Behind-The Meter Generation?~~

~~Yes \_\_\_\_\_ or No \_\_\_\_\_~~

~~If Yes:~~

~~A. Specify any portion of the facility's capacity that you wish to be a Capacity Resource or Energy Resource.~~

\_\_\_\_\_

~~PLEASE NOTE: THE CAPACITY INDICATED IN YOUR RESPONSE TO PART A OF THIS ITEM MAY BE REDUCED, BUT MAY NOT BE INCREASED, WITH RESPECT TO THIS INTERCONNECTION REQUEST FOR THIS PROJECT.~~

~~**THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:**~~

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~~a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.~~

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~~Bb. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:-~~

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~~c. Describe the electrical connections between the generation facility and the load.~~

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~~h. Other information:~~

\_\_\_\_\_

\_\_\_\_\_

**PURPOSE OF THE FEASIBILITY STUDY**

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4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

#### CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this ~~Generation Interconnection Feasibility Study~~ Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's ~~OASIS website~~ and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's ~~OASIS website~~.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. Within 10 days of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request. Unless the Interconnection Request is withdrawn, the Interconnection Customer agrees to pay the actual additional costs of the Generation Interconnection Feasibility Study. 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. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Sections 36.1.01, 110, 111, or 112), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

## DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES

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ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this ~~Generation Interconnection Feasibility Study~~ Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.

11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this ~~Generation Interconnection Feasibility Study~~ Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### MISCELLANEOUS

12. Any notice or request made to or by either ~~party~~ Party regarding this ~~Generation Interconnection Feasibility Study~~ Agreement shall be made to the representative of the other ~~party~~ Party as indicated below.

**Transmission Provider**  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**Interconnection Customer**

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13. No waiver by either ~~party-Party~~ of one or more defaults by the other in performance of any of the provisions of this ~~Generation-Interconnection-Feasibility-Study~~ Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
  14. This ~~Generation-Interconnection-Feasibility-Study~~ Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all ~~parties-Parties~~ hereto.
  15. This ~~Generation-Interconnection-Feasibility-Study~~ Agreement shall be binding upon the ~~parties-Parties~~ hereto, their heirs, executors, administrators, successors, and assigns.
  16. Neither this ~~Generation-Interconnection-Feasibility-Study~~ Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
  17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.
  18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this ~~Generation-Interconnection-Feasibility-Study~~ Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This ~~Generation-Interconnection-Feasibility-Study~~ Agreement is subject to all Applicable Laws and Regulations. Each ~~party-Party~~ expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
  19. **No Third-Party Beneficiaries**  
This ~~Generation-Interconnection-Feasibility-Study~~ Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the ~~parties-Parties~~, and the obligations herein assumed are solely for the use and benefit of the ~~parties-Parties~~, their successors in interest and where permitted, their assigns.
  20. **Multiple Counterparts**  
This ~~Generation-Interconnection-Feasibility-Study~~ Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.
  21. **No Partnership**  
This ~~Generation-Interconnection-Feasibility-Study~~ Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the ~~parties-Parties~~ or to impose any partnership obligation or partnership liability

upon either ~~partyParty~~. Neither ~~party-Party~~ shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other ~~partyParty~~.

22. Severability

If any provision or portion of this ~~Generation-Interconnection-Feasibility Study~~ Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the ~~parties Parties~~ shall negotiate in good faith to restore insofar as practicable the benefits to each ~~party-Party~~ that were affected by such ruling, and (3) the remainder of this ~~Generation-Interconnection-Feasibility Study~~ Agreement shall remain in full force and effect.

23. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this ~~Generation-Interconnection-Feasibility Study~~ Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this ~~Generation-Interconnection-Feasibility Study~~ Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each ~~party-Party~~ shall have the right to protest any such filing by the other ~~party-Party~~ and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this ~~Generation-Interconnection-Feasibility Study~~ Agreement shall limit the rights of the ~~parties-Parties~~ or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the ~~parties-Parties~~ otherwise agree as provided herein.

**CERTIFICATION**

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**By initialing the line next to each of the following required elements, Interconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):**

**\_\_\_\_\_ Specification of the location of the proposed generating unit site or existing generating unit (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site)**

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**\_\_\_\_\_ Evidence of an ownership interest in, or right to acquire or control the generating unit site**

The megawatt size of the proposed generating unit or the amount of increase in megawatt capability of an existing generating unit, and identification of any megawatt portion of the facility's capability that will be a Capacity Resource

Identification of the fuel type of the proposed generating unit or upgrade thereto

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

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

All additional information prescribed by the Transmission Provider in the PJM Manuals

The full amount (including both the refundable and non-refundable portions) of the required deposit

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this ~~Generation Interconnection Feasibility Study~~ Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

Interconnection Customer: **[Name of Party]**

By: \_\_\_\_\_  
Name Title Date

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Printed Name

**ATTACHMENT N-1  
FORM OF  
SYSTEM IMPACT STUDY AGREEMENT**

(PJM Queue Position #\_\_\_)

**RECITALS**

1. This System Impact Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. The Transmission Provider has: (i) pursuant to Section 36.2 of the PJM Tariff, completed an Interconnection Feasibility Study and provided the results of that study to the New Service Customer; (ii) received a valid Upgrade Request; or (iii) pursuant to Section 19 or Section 32, as applicable, of the PJM Tariff, the Transmission Provider has completed an Initial Study and provided the results of that study to the New Service Customer.
3. Pursuant to Sections 19.1, 32.1, 37, 110.2, 111.2, 204.2, or 204.3, as applicable, of the PJM Tariff, the New Service Customer (i) requests that the Transmission Provider perform a System Impact Study, and (ii) agrees to submit a deposit to the Transmission Provider which will be applied to the New Service Customer's cost responsibility for the System Impact Study, as set forth in Section 204.3A of the PJM Tariff.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 4}**

4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section 3 of the Interconnection Feasibility Study Agreement dated \_\_\_\_\_, for the project designated \_\_\_\_\_ {insert Queue Position} by and between the New Service Customer and the Transmission Provider is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer further provides the following information and represents and warrants that said information is true and correct:

**{For Generation Facilities, use the following paragraphs a through c}**

- a. Specify whether the generation to be interconnected to the Transmission System is to be a Capacity Resource or an Energy Resource.
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- b. Identification of evidence of initial application for the necessary air permits (attach documentation separately):

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder (attach generator data for stability study analysis):

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**{For Merchant Transmission Facilities, use the following paragraphs a through c}**

- a. Provide evidence of ownership in, or right to acquire or control the site(s) where New Service Customer intends to install its major equipment, in the form of a deed, option agreement, lease or other similar document acceptable to PJM:

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- b. Provide evidence of the rights or option to obtain such rights to use any existing transmission facilities within PJM that are necessary for construction of the proposed project.

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder:

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**{For New Service Customer other than Interconnection Customers, use the following paragraph 4}**

- 4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section \_\_\_\_ {insert applicable section number} of the New Service Request dated \_\_\_\_\_, for the request designated \_\_\_\_\_ {insert Queue Position} is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer

further provides the following information and represents and warrants that said information is true and correct:

#### **PURPOSE OF THE SYSTEM IMPACT STUDY**

5. Consistent with Section 205 of the PJM Tariff, the Transmission Provider, in consultation with the affected Transmission Owner(s), shall conduct a System Impact Study that identifies the system constraints relating to the New Service Requests being evaluated in the study and the Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate such New Service Requests. It is expected that the System Impact Study will be completed by {insert date}. In the event that the Transmission Provider is unable to complete the System Impact Study by that date, the Transmission Provider shall notify the New Service Customer and explain the reasons for the delay.
  
6. The System Impact Study conducted hereunder will provide more comprehensive estimates of the cost and length of time required to accommodate the New Service Customer's New Service Request than those developed through the Feasibility Study or Initial Study, if applicable, performed for the New Service Customer. These estimates shall represent a good faith attempt to determine the cost of necessary facilities and upgrades to accommodate the New Service Customer's New Service Request, and the New Service Customer's cost responsibility for them, but shall not be deemed final or binding. The scope of the System Impact Study {include for Merchant Transmission Facilities: may depend in part on the interconnection rights elected by the New Service Customer under Section 36.1.03 of the PJM Tariff and} may include (a) an assessment of sub-area import deliverability, (b) an assessment of sub-area export deliverability, (c) an assessment of project related system stability issues, (d) an assessment of project related short circuit duty issues, (e) a contingency analysis consistent with NERC's and each Applicable Regional Entity's reliability criteria, (f) an assessment of regional transmission upgrades that most effectively meet identified needs, and (g) an analysis to determine cost allocation responsibility for required facilities and upgrades. Final estimates will be developed only upon execution of a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The System Impact Study necessarily will employ various assumptions regarding the New Service Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THE SYSTEM IMPACT STUDY IN ANY WAY BE DEEMED TO OBLIGATE THE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS THAT MAY INTERCONNECT WITH THE NEW SERVICE CUSTOMER TO CONSTRUCT ANY FACILITIES OR UPGRADES.**

#### **CONFIDENTIALITY**

7. The New Service Customer agrees to provide all information requested by the Transmission Provider necessary to complete the System Impact Study. Subject to paragraph 8 of this System Impact Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 7 shall be and remain confidential.



8. Until completion of the System Impact Study, the Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Pursuant to Section 205.4 of the PJM Tariff, upon completion of the System Impact Study, the Transmission Provider shall provide a copy of the System Impact Study to all New Service Customers whose New Service Requests were evaluated in the System Impact Study along with all related work papers. Additionally, Transmission Provider shall post on Transmission Provider's ~~OASIS website~~ (i) the existence of the System Impact Study, (ii) the New Service Customers that had New Service Requests evaluated in the System Impact Study, (iii) the location and size in megawatts of each New Service Customer's generation project, if applicable, and (iv) each New Service Customer's Queue Position. Additionally, New Service Customer acknowledges and consents to such other disclosures as may be required under the PJM Tariff or the FERC's rules and regulations.
9. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the Transmission Owners will participate in the System Impact Study process and that the Transmission Provider may disseminate information to the Transmission Owners and rely upon them to conduct part or all of the System Impact Study.

#### COST RESPONSIBILITY

10. The New Service Customer shall reimburse the Transmission Provider for the actual cost of the System Impact Study in accordance with its cost responsibility as determined under Sections 110.2, 111.2, 112.2, or 203 of the PJM Tariff. The refundable portion of the deposit described in Section 3 of this Agreement, paid by the New Service Customer pursuant to Sections 110.2, 111.2, 112.2, or 204.3A of the PJM Tariff, shall be applied toward the New Service Customer's System Impact Study cost responsibility. Pursuant to Section 204.3 of the PJM Tariff, during the acceptance review of this Agreement, in the event that the Transmission Provider anticipates that the New Service Customer's study cost responsibility will substantially exceed the refundable portion of the deposit, the Transmission Provider shall provide the New Service Customer with an estimate of the additional study costs and the New Service Customer's cost responsibility. Within 10 days of receiving such estimate, the New Service Customer may withdraw its New Service Request by providing notice to the Transmission Provider, in which event the deposit paid to Transmission Provider shall be refunded. Unless the New Service Request is withdrawn within 10 days, the New Service Customer agrees to pay the amount of its actual System Impact Study cost responsibility. 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 New Service Customer with notification of estimated additional study costs, the New Service Customer is responsible for and must pay all actual study costs. If the Transmission Provider provides the New Service Customer with notification of estimated additional study costs, the New Service Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs. If the New Service Customer fails to pay such estimated

additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs, then the New Service Request shall be deemed to be withdrawn and terminated.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

11. In analyzing and preparing the System Impact Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SYSTEM IMPACT STUDY. The New Service Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this System Impact Study Agreement nor the System Impact Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the New Service Customer either at this point in time or in the future.
12. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether arising under this System Impact Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this System Impact Study Agreement.

Without limitation of the foregoing, the New Service Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any System Impact Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### **MISCELLANEOUS**

13. Any notice or request made to or by either party regarding this System Impact Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this System Impact Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
15. This System Impact Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
16. This System Impact Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
17. Neither this System Impact Study Agreement nor the System Impact Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
18. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
19. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
20. This System Impact Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed System Impact Study and a proposed Facilities Study Agreement to New Service Customer pursuant to Section 206 of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the System Impact Study hereunder relates.
21. **No Third-Party Beneficiaries**  
This System Impact Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are

solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.

22. Multiple Counterparts

This System Impact Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. No Partnership

This System Impact Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

24. Severability

If any provision or portion of this System Impact Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this System Impact Study Agreement shall remain in full force and effect.

25. Governing Law, Regulatory Authority, and Rules

For Interconnection Requests, the validity, interpretation and enforcement of this System Impact Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This System Impact Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

26. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this System Impact Study Agreement shall limit the rights of the parties or of

FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Transmission Provider and the New Service Customer have caused this System Impact Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT N-2  
FORM OF  
FACILITIES STUDY AGREEMENT**

(PJM Queue Position #\_\_\_)

**RECITALS**

1. This Facilities Study Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider"), pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. Pursuant to Section 36.2 or Section 205 of the PJM Tariff, Transmission Provider has completed a Generation or Transmission Interconnection Feasibility Study or an Initial Study (as applicable) and a System Impact Study and has provided the results of those studies to New Service Customer.
3. Transmission Provider has informed New Service Customer that the estimated date for completion of a Facilities Study pursuant to Section 206 of the PJM Tariff is {date} and that New Service Customer's estimated cost responsibility for such Facilities Study, subject to revision as provided in this Agreement, is \$ \_\_\_\_\_.
4. New Service Customer desires that Transmission Provider commence a Facilities Study for the New Service Request with Queue Position {queue position}.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 3 of the Feasibility Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, and to the extent supplemented as set forth in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

**{For New Service Customers other than Interconnection Customers use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

## **MILESTONES**

6. Pursuant to Section 206.1 of the PJM Tariff, the parties agree that New Service Customer must meet the following milestone dates relating to the development of its generation or merchant transmission project(s) or New Service Request, as applicable, in order to retain the assigned Queue Position of its New Service Request(s) (as established pursuant to Section 201 of the PJM Tariff) while Transmission Provider is completing the Facilities Study:

**[Specify Project Specific Milestones]**

**[As appropriate include the following standard Milestones, with any revisions necessary for the project at hand]**

- 6.1 Unless New Service Customer previously specified, in its initial drawing submitted to Transmission Provider, the location of the high-side of the generator step-up transformer, then on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be on the high voltage side of the Customer Facility generator step-up transformer(s), or in the case of a Customer Facility with a single step-up transformer for multiple generators, the high voltage side of the facility step-up transformer. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.
- 6.2 To the extent New Service Customer intends to elect the Option to Build as provided in Appendix 2 to Attachment P of the Tariff, and to the extent any new or additional property is required to accommodate required Attachment Facilities, on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be the location of the network substation which shall be built and subsequently transferred to the Interconnected Transmission Owner. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.

**[Add Additional Project Specific Milestones as appropriate]**

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Should New Service Customer fail to achieve any of the foregoing milestones, its New Service Request(s) shall be deemed to be withdrawn and terminated and it will have to resubmit its New Service Request(s) for reassignment of a Queue Position and re-initiation of the New Service Request study process.

## **PURPOSE AND SCOPE OF THE FACILITIES STUDY**

7. Transmission Provider, in consultation with the affected Transmission Owner(s), shall commence a Facilities Study pursuant to Section 206 of the PJM Tariff to evaluate the Attachment Facilities, Local Upgrades and/or Network Upgrades necessary to accommodate New Service Customer's New Service Request assigned Queue Position **{insert queue position}**. **{Add corresponding info on customer's other projects if necessary.}**
- A. **Scope of Facilities Study:** The purpose of the Facilities Study is to provide, commensurate with any mutually agreed parameters regarding the scope and degree of specificity described in Schedule A attached to this agreement, conceptual engineering and, as appropriate, detailed design, plus cost estimates and project schedules, to implement the conclusions of the System Impact Study regarding the Attachment Facilities, Local Upgrades and Network Upgrades necessary to accommodate the New Service Customer's New Service Request(s). Cost estimates shall be determined in a manner consistent with Section 217 of the PJM Tariff. The nature and scope of the materials that Transmission Provider shall deliver to the New Service Customer upon completion of the Facilities Study shall be described in the PJM Manuals.
- B. **Facilities Study Cost and Time Estimate:** Transmission Provider's estimates of the date for completion of the Facilities Study and of New Service Customer's cost responsibility for the Facilities Study are stated in section 3 of this Agreement. In the event that Transmission Provider determines that it will be unable to complete the Facilities Study by the estimated completion date stated in section 3 of this Agreement, it shall notify New Service Customer and will explain the reasons for the delay. New Service Customer agrees that its estimated cost responsibility stated in section 3 is subject to revision as provided in sections 14, 15 and 16 of this Agreement.
8. The Facilities Study necessarily will employ various assumptions regarding New Service Customer's New Service Request(s), other pending New Service Requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THIS AGREEMENT OR THE FACILITIES STUDY IN ANY WAY BE DEEMED TO OBLIGATE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS TO CONSTRUCT ANY FACILITIES OR UPGRADES OR TO PROVIDE ANY TRANSMISSION OR INTERCONNECTION SERVICE TO OR ON BEHALF OF NEW SERVICE CUSTOMER EITHER AT THIS POINT IN TIME OR IN THE FUTURE.**

#### **CONFIDENTIALITY**

9. New Service Customer agrees to provide all information requested by Transmission Provider necessary to complete the Facilities Study. Subject to section 10 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this section 9 shall be and remain confidential.



10. Until completion of the Facilities Study, Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Upon completion of the Facilities Study, Transmission Provider shall provide a copy of the study to New Service Customer, and to all other New Service Customers whose New Service Requests were evaluated in the Facilities Study, along with (to the extent consistent with Transmission Provider's confidentiality obligations in Section 18.17 of the Operating Agreement) all related work papers. Transmission Provider also shall post on its [OASIS-website](#) the existence of the Facilities Study. New Service Customer acknowledges and consents to such other, additional disclosures of information as may be required under the PJM Tariff or the FERC's rules and regulations.
11. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the affected Transmission Owner(s) will participate in the Facilities Study process and that Transmission Provider may disseminate information to the affected Transmission Owner(s) and may consult with them regarding part or all of the Facilities Study.

#### **COST RESPONSIBILITY**

12. A. New Service Customer shall reimburse Transmission Provider for all, or for an allocated portion of, the actual cost of the Facilities Study in accordance with its cost responsibility as determined under Section 206 of the PJM Tariff.  
  
B. Prior to initiating the Facilities Study, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work on the study that is scheduled to be completed during the first three months after work commences. Thereafter, on or before the 5th business day of every third month, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work expected to be completed on the Facilities Study during the ensuing three months. New Service Customer shall pay each bill within twenty (20) days after receipt thereof. In the event New Service Customer fails, other than as provided below regarding billing disputes, to make timely payment of any invoice for work on the Facilities Study, its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due. Notwithstanding the foregoing, in the event that the total estimated cost of the Facilities Study does not exceed the amount of the deposit required under Section 206 of the PJM Tariff, Transmission Provider shall apply the deposit in payment of the invoices for the cost of the Facilities Study. Upon written request by the New Service Customer pursuant to Section 206.4.1.1 of the PJM Tariff, Transmission Provider may provide a quarterly cost reconciliation. Subject to the following sentence regarding the final cost reconciliation upon completion of the Facility Study, such a quarterly cost reconciliation will have a one-quarter lag, e.g., reconciliation of costs for the first calendar quarter of work will be provided at the start of the third calendar quarter of work. Within 120 days after Transmission Provider completes the Facilities Study, Transmission Provider shall provide a final invoice presenting an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) New Service Customer's cost responsibility under this Agreement

and the PJM Tariff for the actual cost of the Facilities Study and (b) New Service Customer's aggregate payments hereunder, including its deposits.

C. In the event of a billing dispute, Transmission Provider shall continue to perform its obligations under this Agreement so long as (1) New Service Customer continues to make all payments not in dispute, and (2) New Service Customer's aggregate deposits held by Transmission Provider under this Agreement while the dispute is pending exceeds the amount in dispute, or (3) New Service Customer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If New Service Customer fails to meet any of these requirements, then its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due.

13. Concurrent with execution of this Agreement, New Service Customer will pay Transmission Provider a cash deposit, as provided by Section 206 of the PJM Tariff, equal to the greater of \$100,000.00 or New Service Customer's estimated cost responsibility for the first three months of work on the Facilities Study. Notwithstanding the foregoing, an Interconnection Customer with a proposed Customer Facility that is: (a) equal to or less than 20 MW but greater than 2 MW shall pay a refundable deposit in the amount of \$50,000; or (b) equal to or less than 2 MW shall pay a refundable deposit in the amount of \$15,000. New Service Customer's quarterly estimated cost responsibility shall equal its estimated cost responsibility for the work on the Facilities Study that is scheduled to be completed during each three-month period after such work commences. If New Service Customer fails timely to provide the deposit required by this section, its New Service Request shall be deemed terminated and withdrawn and this Agreement shall be null and void. New Service Customer acknowledges that it may become obligated to pay one or more additional deposits pursuant to sections 14 and 15 below. Except as otherwise provided in section 12.B above, Transmission Provider shall continue to hold the amounts on deposit under this agreement until settlement of the final invoice.
14. If the Facilities Study, as described in section 7.A of this Agreement, is to include evaluation of more than one New Service Request and one or more of those requests is terminated and withdrawn, subject to the terms of section 15 of this Agreement, Transmission Provider will redetermine and reallocate the costs of the Facilities Study among the remaining participating New Service Customers in accord with Section 206 of the PJM Tariff. In that event, and subject to the terms of section 15, within 30 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider will provide the New Service Customer with a written statement of the New Service Customer's revised responsibility for the estimated cost of the Facilities Study, determined in accordance with Section 206 of the PJM Tariff. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required

under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

15. A. This section shall apply prior to commencement of the Facilities Study (1) if the Facilities Study is to include multiple New Service Requests; and (2) if, in Transmission Provider's reasonable judgment, the termination and withdrawal of one or more of those New Service Requests significantly changes the group of New Service Requests to be included in the Facilities Study from the group that was included in the System Impact Study. For the purposes of this section, a change to the group of New Service Requests to be included in the Facilities Study shall be significant if, in Transmission Provider's reasonable engineering judgment, the change is likely to cause the system constraints relating to, and/or the facilities and upgrades necessary to accommodate, the group of New Service Requests remaining to be included in the Facilities Study to differ materially from the system constraints relating to, and/or from the facilities and upgrades necessary to accommodate, the group of New Service Requests that the System Impact Study evaluated.

B. In the event of a significant change to the group of New Service Requests that the System Impact Study evaluated, within 15 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider shall provide New Service Customer with an explanation of the nature and extent of the change in the affected group of New Service Requests and of the extent to which Transmission Provider has determined that it must re-assess the results of the System Impact Study. Within 30 days after it provides the explanation described in the preceding sentence, Transmission Provider shall provide New Service Customer with a revised estimate of the time needed, and of the likely cost, to complete the Facilities Study, and, if the study continues to include evaluation of more than one New Service Customer's New Service Request(s), New Service Customer's allocated share of the estimated cost of the revised Facilities Study, determined in accord with Section 206 of the PJM Tariff.

C. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

16. A. If the Facilities Study includes New Service Customer's New Service Request(s) only, New Service Customer may terminate its participation in the study at any time by providing written notice of termination to Transmission Provider. New Service Customer's notice of termination (1) shall be effective as of the end of the business day following the day that Transmission Provider receives such notice and (2) concurrently shall have the effect of terminating and withdrawing New Service Customer's New Service Request(s). New Service Customer will be responsible for all costs of the Facilities Study that Transmission Provider incurred prior to the effective date of the notice of termination. Within thirty (30) days after the effective date of New Service Customer's notice of termination, Transmission Provider will deliver to New Service Customer a statement of New Service Customer's responsibility for the costs of the Facilities Study incurred up to the date of termination. In the event that New Service Customer's cost responsibility as of the date of termination exceeds the sum of its deposits then held by Transmission Provider for the Facilities Study, Transmission Provider's statement will include an invoice in the amount of such excess. New Service Customer will pay that invoice within ten (10) days after it receives it. In the event that New Service Customer does not pay the invoice within ten (10) days after receipt, New Service Customer shall owe the invoice amount plus interest at the applicable rate prescribed in 18 C.F.R. § 35.19a (a)(2)(iii), accrued from the day after the date payment was due until the date of payment. In the event that New Service Customer's cost responsibility as of the date of termination was less than the sum of its deposits for the Facilities Study, Transmission Provider's statement will include a payment to New Service Customer in the amount of the difference.

B. If the Facilities Study includes any New Service Request(s) other than that (those) of New Service Customer, termination and withdrawal of New Service Customer's New Service Request(s) at any time after Transmission Provider has commenced the Facilities Study will not alter New Service Customer's responsibility for the costs of the Facilities Study under this Agreement and the PJM Tariff.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

17. In analyzing and preparing the Facilities Study, Transmission Provider, the Transmission Owners, and any other subcontractors employed by Transmission Provider shall have to rely on information provided by New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNERS, NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY. New Service Customer acknowledges that it has not relied on any representations or warranties not

specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

18. In no event will Transmission Provider, the Transmission Owners or other subcontractors employed by Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Facilities Study Agreement or the Facilities Study, even if Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider have been advised of the possibility of such a loss. Nor shall Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider be liable for any delay in delivery, or for the non-performance or delay in performance, of Transmission Provider's obligations under this Agreement.

Without limitation of the foregoing, New Service Customer further agrees that the Transmission Owners and other subcontractors employed by Transmission Provider to prepare or assist in the preparation of any Facilities Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### MISCELLANEOUS

19. Any notice or request made to or by either party regarding this Facilities Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
21. This Agreement or any part thereof, may not be amended, modified, assigned or waived other than by a writing signed by all parties hereto.
22. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
23. Neither this Agreement nor the Facilities Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

24. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
25. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
26. This Facilities Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed Facilities Study and, as applicable, a proposed Interconnection Service Agreement or Upgrade Construction Service Agreement to New Service Customer pursuant to Section 212 or Section 213, respectively, of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the Facilities Study hereunder relates.
27. **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
28. **Multiple Counterparts**  
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
29. **No Partnership**  
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
30. **Severability**  
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
31. **Governing Law, Regulatory Authority, and Rules**  
For Interconnection Requests, the validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and

Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

32. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, Transmission Provider and the New Service Customer have caused this Facilities Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**Schedule A**  
**Details of Design and Cost Estimates/Quality**  
**For the Facilities Study**

[insert details regarding degree of accuracy of cost estimates and associated scope of design as mutually agreed by Transmission Provider and New Service Customer]



**ATTACHMENT S**

**Form of  
Transmission Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Transmission Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) pursuant to Part IV of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. Pursuant to Section 36.1.03 of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request and has paid the applicable ~~initial~~ deposit ~~and the applicable non-refundable base deposit~~ to the Transmission Provider, for a proposed interconnection of Merchant Transmission Facilities.
3. Interconnection Customer requests interconnection to the Transmission System of Merchant Transmission Facilities with the following specifications.
  - a. Location of proposed facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  - b. Substation(s) where Interconnection Customer proposes to interconnect or add its facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  - c. Proposed voltage and nominal capability of new facilities or increase in capability of existing facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  - d. Description of proposed facilities and equipment:  
\_\_\_\_\_  
\_\_\_\_\_
  - e. Planned date the proposed facilities or increase in capability will be in service:  
\_\_\_\_\_  
\_\_\_\_\_
  - f. (1) Are these proposed Merchant Transmission Facilities?

Yes  No

(2) If Yes, will the proposed facilities be Merchant A.C. or Merchant D.C. Transmission Facilities or Controllable A.C. Merchant Transmission Facilities?

A.C. \_\_\_\_\_ or D.C. \_\_\_\_\_ or Controllable A.C. \_\_\_\_\_

- g. If the proposed facilities will be Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities, does Interconnection Customer elect to receive:

EITHER

\_\_\_\_\_ (1) Firm or Non-Firm Transmission Injection Rights (TIR) and/or Firm or Non-Firm Transmission Withdrawal Rights (TWR).

OR

\_\_\_\_\_ (2) Incremental Deliverability Rights, Incremental Auction Revenue Rights and Incremental Available Transfer Capability Revenue Rights.

If Interconnection Customer elects (1) above, it must provide the following:

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Non-firm (energy) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) withdrawal for TWR.

\_\_\_\_\_ Total project MW's to be evaluated a Non-firm (energy) withdrawal for TWR.

If Interconnection Customer elects (2) above, it must state the location on the Transmission System where it proposes to receive Incremental Deliverability Rights associated with Its proposed facilities:

\_\_\_\_\_  
\_\_\_\_\_

- h. If the proposed facilities will be Controllable A.C. Merchant Transmission Facilities, and provided that Interconnection Customer contractually binds itself in the Interconnection Service Agreement ("ISA") related to its project always to operate its Controllable A.C. Merchant Transmission Facilities in a manner effectively the same as operation of D.C. transmission facilities, the ISA will

provide Interconnection Customer with the same types of transmission rights that are available under the Tariff for Merchant D.C. Transmission Facilities. For purposes of this Feasibility Study Agreement, Interconnection Customer represents that, should it execute an ISA for its project described herein, it will agree in the ISA to operate its facilities continuously in a controllable mode.

- i. If the proposed facilities will be Merchant A.C. Transmission Facilities without continuous controllability as described in paragraph h. above, please specify the location on the Transmission System where Interconnection Customer proposes to receive any Incremental Deliverability Rights associated with its proposed facilities:
- j. Other information:

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#### **PURPOSE OF THE FEASIBILITY STUDY**

- 4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Transmission Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and/or Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Transmission Interconnection Feasibility Study within the time period set forth in Tariff Section 36.2, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
- 5. The Transmission Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Transmission Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Transmission Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

## CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Transmission Interconnection Feasibility Study. Subject to paragraph 7 of this Transmission Interconnection Feasibility Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Transmission interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with Part IV and Part VI of the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Transmission Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Transmission Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer pursuant to Section 36.1.03 of the PJM Tariff shall be applied toward the Interconnection Customer's Transmission Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.03, during the deficiency review of this Agreement, if in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 36.1.03 of the PJM Tariff, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. ~~Within 10 days of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request. Unless the Interconnection Request is withdrawn, the Interconnection Customer agrees to pay the actual additional costs of the Transmission Interconnection Feasibility Study. 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. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Section 36.1.03), then the Interconnection Customer must either: (1) withdraw the Transmission Interconnection Request during the deficiency response period; or (2) pay all estimated additional study costs prior to the expiration of the deficiency response period. If the~~

Interconnection Customer fails to complete either (1) or (2), then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn. 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

10. In analyzing and preparing the Transmission Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Transmission Interconnection Feasibility Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission

Provider's obligations under this Transmission Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Transmission Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

**MISCELLANEOUS**

- 12. Any notice or request made to or by either party regarding this Transmission Interconnection Feasibility Study Agreement shall be made to the representative of the other party as indicated below.

Transmission Provider  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

Interconnection Customer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Transmission Interconnection Feasibility Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 14. This Transmission Interconnection Feasibility Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 15. This Transmission Interconnection Feasibility Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 16. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
- 17. The provisions of the PJM Tariff are incorporated herein and made a part hereof.
- 18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Transmission Interconnection Feasibility Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located),

without regard to its conflicts of law principles. This Transmission Interconnection Feasibility Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. **No Third-Party Beneficiaries**  
This Transmission Interconnection Feasibility Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
20. **Multiple Counterparts**  
This Transmission Interconnection Feasibility Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
21. **No Partnership**  
This Transmission Interconnection Feasibility Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
22. **Severability**  
If any provision or portion of this Transmission Interconnection Feasibility Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Transmission Interconnection Feasibility Study Agreement shall remain in full force and effect.
23. **Reservation of Rights**  
The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Transmission Interconnection Feasibility Study Agreement shall limit the rights of the parties or of

FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Transmission Interconnection Feasibility Study Agreement to be executed by their respective authorized officials.

Transmission Provider

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer

By: \_\_\_\_\_  
Name Title Date



**Attachment Y**

**Form of Screens Process Interconnection Request**  
**(For Generation Facilities of 2 MW or less synchronous 5 MW or less inverter-based)**

**1.0 Instructions**

Interconnection Customer must submit the Screens Process Interconnection Request to Transmission Provider by hand delivery, mail, e-mail, or fax.

**2.0 Processing Fee or Deposit:**

Interconnection Customer is required to provide the Transmission Provider the applicable ~~initial deposit and the applicable non refundable base deposit (all per MW amounts to be proportionately allocated to .1 (one tenth) of a megawatt) for a proposed interconnection of a generation facility of 2 MW or less. A portion of the deposit is non-refundable pursuant to Section 112A.~~

The base and initial per MW deposit received will be credited toward the amount of the Generation Interconnection Customer's cost responsibility ~~for the Generation Interconnection Feasibility Study and other studies or reviews conducted under Part IV or Part VI of the Tariff pursuant to Section 112A.~~

**3.0 Interconnection Customer Information**

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**4.0 Energy Resource Information**

Will the Energy Resource be used for any of the following?

- Net Metering? Yes \_\_\_ No \_\_\_
- To Supply Power to the Interconnection Customer? Yes \_\_\_ No \_\_\_
- To Supply Power to Others? Yes \_\_\_ No \_\_\_

For installations at locations with existing electric service to which the proposed Energy Resource will interconnect, provide:

\_\_\_\_\_  
(Local Electric Service Provider)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Requested Point of Interconnection: \_\_\_\_\_

Interconnection Customer's Requested In-Service Date: \_\_\_\_\_

Energy Source: \_\_\_ Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_ Other (state type) \_\_\_\_\_

Prime Mover: \_\_\_ Fuel Cell \_\_\_ Recip Engine \_\_\_ Gas Turb \_\_\_ Steam Turb  
\_\_\_ Microturbine \_\_\_ PV \_\_\_ Other

Type of Generator: \_\_\_ Synchronous \_\_\_ Induction \_\_\_ Inverter

Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) Generator Nameplate kVAR: \_\_\_\_\_

Interconnection Customer or Customer-Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Physical Export Capability Requested: \_\_\_\_\_ kW

List components of the Small Energy Resource equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? \_\_\_ Yes \_\_\_ No

Generator (or solar collector)

Manufacturer, Model Name & Number: \_\_\_\_\_

Version Number: \_\_\_\_\_

Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Individual Generator Power Factor

Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: \_\_\_\_\_ Elevation: \_\_\_\_\_ \_\_\_ Single phase \_\_\_ Three phase

Inverter Manufacturer, Model Name & Number (if used): \_\_\_\_\_

List of adjustable set points for the protective equipment or software: \_\_\_\_\_

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

### 5.0 Energy Resource Characteristic Data (for inverter-based machines)

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_ or RMS? \_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

## 6.0 Energy Resource Characteristic Data (for rotating machines)

RPM Frequency: \_\_\_\_\_

(\* Neutral Grounding Resistor (If Applicable): \_\_\_\_\_

### Synchronous Generators:

Direct Axis Synchronous Reactance,  $X_d$ : \_\_\_\_\_ P.U.

Direct Axis Transient Reactance,  $X'_d$ : \_\_\_\_\_ P.U.

Direct Axis Subtransient Reactance,  $X''_d$ : \_\_\_\_\_ P.U.

Negative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.

Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ P.U.

KVA Base: \_\_\_\_\_

Field Volts: \_\_\_\_\_

Field Amperes: \_\_\_\_\_

### Induction Generators:

Motoring Power (kW): \_\_\_\_\_

$I^2t$  or K (Heating Time Constant): \_\_\_\_\_

Rotor Resistance,  $R_r$ : \_\_\_\_\_

Stator Resistance,  $R_s$ : \_\_\_\_\_

Stator Reactance,  $X_s$ : \_\_\_\_\_

Rotor Reactance,  $X_r$ : \_\_\_\_\_

Magnetizing Reactance,  $X_m$ : \_\_\_\_\_

Short Circuit Reactance,  $X_d''$ : \_\_\_\_\_

Exciting Current: \_\_\_\_\_

Temperature Rise: \_\_\_\_\_

Frame Size: \_\_\_\_\_

Design Letter: \_\_\_\_\_

Reactive Power Required In Vars (No Load): \_\_\_\_\_

Reactive Power Required In Vars (Full Load): \_\_\_\_\_

Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

### Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the appropriate regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

## 7.0 Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? \_Yes \_No

Will the transformer be provided by the Interconnection Customer? \_\_\_\_Yes \_\_\_\_No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: \_\_\_\_single phase \_\_\_\_three phase? Size: \_\_\_\_\_kVA

Transformer Impedance: \_\_\_\_\_% on \_\_\_\_\_kVA Base

If Three Phase:

Transformer Primary: \_\_\_\_Volts \_\_\_\_Delta \_\_\_\_Wye \_\_\_\_Wye Grounded

Transformer Secondary: \_\_\_\_Volts \_\_\_\_Delta \_\_\_\_Wye \_\_\_\_Wye Grounded

Transformer Tertiary: \_\_\_\_Volts \_\_\_\_Delta \_\_\_\_Wye \_\_\_\_Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_

Interconnecting Circuit Breaker (if applicable):

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Load Rating (Amps): \_\_\_\_\_ Interrupting Rating (Amps): \_\_\_\_\_ Trip Speed (Cycles): \_\_\_\_\_

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	<b>Setpoint Function</b>	
	<b>Minimum</b>	<b>Maximum</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Potential Transformer Data (If Applicable):

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

**8.0 Diagrams and Site Control Documentation**

Enclose copy of site electrical one-line diagram showing the configuration of all Energy Resource equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Energy Resource is larger than 50 kW. Is one-line diagram enclosed? \_\_\_ Yes \_\_\_ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Energy Resource (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) \_\_\_\_\_

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? \_\_\_ Yes \_\_\_ No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).  
Are schematic drawings enclosed? \_\_\_ Yes \_\_\_ No

Provide demonstration of site control through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.

Interconnection Customer hereby certifies that, to the best of my knowledge, all the information provided in this Screens Process Interconnection Request is true and correct.

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date



**ATTACHMENT BB**

**Form of Interconnection Service Agreement for  
Certified Inverter-Based Generating Facility**

This Certified Inverter-Based Generating Facility Interconnection Service Agreement (“Agreement”) is entered into between PJM Interconnection, L.L.C. (“Transmission Provider”), \_\_\_\_\_ (“Interconnected Transmission Owner”), and \_\_\_\_\_ (“Interconnection Customer”).

**1.0 Processing Fee**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall pay a non-refundable processing fee of \$~~100~~500.

**2.0 Interconnection Customer**

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contact Information (if different from Interconnection Customer)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**3.0 Small Inverter Facility Information**

Location: \_\_\_\_\_

Electric Service Company: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)  
 Prime Mover: Photovoltaic \_\_\_\_ Reciprocating Engine \_\_\_\_ Fuel Cell \_\_\_\_  
 Turbine \_\_\_\_ Other \_\_\_\_\_

Energy Source: Solar \_\_\_\_ Wind \_\_\_\_ Hydro \_\_\_\_ Diesel \_\_\_\_ Natural Gas \_\_\_\_  
 Fuel Oil \_\_\_\_ Other (describe) \_\_\_\_\_

Is the equipment UL1741 Listed? Yes \_\_\_\_ No \_\_\_\_  
 If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

Owner of the Small Inverter Facility \_\_\_\_\_ (include % ownership by any electric utility):

**4.0 Certification of Small Inverter Facility**

The Interconnection Customer represents and warrants that the Small Inverter Facility which is the subject of this Agreement is no larger than 10 kW and it meets the codes, standards, and certification requirements of Attachments Z and AA of the PJM Open Access Transmission Tariff ("Tariff"), or in lieu of such representation and warranty, the Transmission Provider has reviewed the design or tested the proposed Small Inverter Facility and is satisfied that it is safe to operate.

The following is a list of components of the Small Inverter Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**5.0 Authority and Incorporation of Tariff.**

This Agreement is entered into pursuant to Part IV of the Tariff. Interconnection Customer has requested an Certified Inverter-Based Generating Facility Interconnection Service Agreement under the Tariff and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Agreement. The standard terms and conditions for interconnection of Small Inverter Facilities as set forth in section 112B the Tariff as of the date of this Agreement are attached as Appendix A to this Agreement and are hereby specifically incorporated as provisions of this Agreement. Transmission Provider, Interconnected Transmission Owner and Interconnection Customer agree to and assume all of the rights and obligations of the Transmission Provider, Interconnected Transmission Owner and Interconnection Customer, respectively, as set forth in the appended provisions of section 112B.

**6.0 Effective Date.**

This Agreement shall become effective on the date it is executed by the Transmission Provider and shall terminate on such date as mutually agreed upon by the parties,

**7.0 Assumption of Tariff Obligations.**

Interconnection Customer agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.

**8.0 Waiver.**

No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

**9.0 Amendment.**

This Agreement or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.

**10. Critical Infrastructure.**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owner, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

**11. PJM Queue Number**

The PJM queue number associated with this Agreement is \_\_\_\_\_.

**12. Site Control**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall submit documentation of site control.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date

Interconnected Transmission Owner:

By: \_\_\_\_\_  
Name Title Date

# **ATTACHMENT B**

Clean Tariff

## **Definitions – A - B**

### **Abnormal Condition:**

Any condition on the Interconnection Facilities which, determined in accordance with Good Utility Practice, is: (i) outside normal operating parameters such that facilities are operating outside their normal ratings or that reasonable operating limits have been exceeded; and (ii) could reasonably be expected to materially and adversely affect the safe and reliable operation of the Interconnection Facilities; but which, in any case, could reasonably be expected to result in an Emergency Condition. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not, standing alone, constitute an Abnormal Condition.

### **Acceleration Request:**

“Acceleration Request” shall mean a request pursuant to section 1.9.4A of this Schedule to accelerate or reschedule a transmission outage scheduled pursuant to sections 1.9.2 or 1.9.4.

### **Additional Day-ahead Scheduling Reserves Requirement:**

“Additional Day-ahead Scheduling Reserves Requirement” shall mean the portion of the Day-ahead Scheduling Reserves Requirement that is required in addition to the Base Day-ahead Scheduling Reserves Requirement to ensure adequate resources are procured to meet real-time load and operational needs, as specified in the PJM Manuals

### **Affected System:**

An electric system other than the Transmission Provider’s Transmission System that may be affected by a proposed interconnection or on which a proposed interconnection or addition of facilities or upgrades may require modifications or upgrades to the Transmission System.

### **Affected System Operator:**

An entity that operates an Affected System or, if the Affected System is under the operational control of an independent system operator or a regional transmission organization, such independent entity.

### **Affiliate:**

”Affiliate” shall mean any two or more entities, one of which controls the other or that are under common control. “Control” shall mean the possession, directly or indirectly, of the power to direct the management or policies of an entity. Ownership of publicly-traded equity securities of another entity shall not result in control or affiliation for purposes of this Agreement if the securities are held as an investment, the holder owns (in its name or via intermediaries) less than 10 percent of the outstanding securities of the entity, the holder does not have representation on the entity’s board of directors (or equivalent managing entity) or vice versa, and the holder does not in fact exercise influence over day-to-day management decisions. Unless the contrary is

demonstrated to the satisfaction of the Members Committee, control shall be presumed to arise from the ownership of or the power to vote, directly or indirectly, ten percent or more of the voting securities of such entity.

**Agreements:**

Agreements are the Operating Agreement of PJM Interconnection, L.L.C., the PJM Open Access Transmission Tariff, the Reliability Assurance Agreement, the Reliability Assurance Agreement - West, and/or other agreements between PJM Interconnection, L.L.C. and its Members.

**Ancillary Services:**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**Annual Demand Resource:**

"Annual Demand Resource" shall have the meaning specified in the Reliability Assurance Agreement.

**Annual Energy Efficiency Resource:**

"Annual Energy Efficiency Resource" shall have the meaning specified in the Reliability Assurance Agreement.

**Annual Resource:**

"Annual Resource" shall mean a Generation Capacity Resource, an Annual Energy Efficiency Resource or an Annual Demand Resource.

**Annual Resource Price Adder:**

"Annual Resource Price Adder" shall mean, for Delivery Years starting June 1, 2014 and ending May 31, 2017, an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

**Annual Revenue Rate:**

"Annual Revenue Rate" shall mean the rate employed to assess a compliance penalty charge on a Curtailment Service Provider under section 11.

**Annual Transmission Costs:**

The total annual cost of the Transmission System for purposes of Network Integration

Transmission Service shall be the amount specified in Attachment H for each Zone until amended by the applicable Transmission Owner or modified by the Commission.

**Applicable Laws and Regulations:**

All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant parties, their respective facilities, and/or the respective services they provide.

**Applicable Regional Entity:**

The Regional Entity for the region in which a Network Customer, Transmission Customer, New Service Customer, or Transmission Owner operates.

**Applicable Standards:**

The requirements and guidelines of NERC, the Applicable Regional Entity, and the Control Area in which the Customer Facility is electrically located; the PJM Manuals; and Applicable Technical Requirements and Standards.

**Applicable Technical Requirements and Standards:**

Those certain technical requirements and standards applicable to interconnections of generation and/or transmission facilities with the facilities of an Interconnected Transmission Owner or, as the case may be and to the extent applicable, of an Electric Distributor, as published by Transmission Provider in a PJM Manual provided, however, that, with respect to any generation facilities with maximum generating capacity of 2 MW or less (synchronous) or 5 MW or less (inverter-based) for which the Interconnection Customer executes a Construction Service Agreement or Interconnection Service Agreement on or after March 19, 2005, "Applicable Technical Requirements and Standards" shall refer to the "PJM Small Generator Interconnection Applicable Technical Requirements and Standards." All Applicable Technical Requirements and Standards shall be publicly available through postings on Transmission Provider's internet website.

**Applicant:**

Applicant is an entity desiring to become a PJM Member, or to take Transmission Service that has submitted the PJMSettlement Credit Application, PJMSettlement Credit Agreement and other required submittals as set forth in this policy.

**Application:**

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.



**Attachment Facilities:**

The facilities necessary to physically connect a Customer Facility to the Transmission System or interconnected distribution facilities.

**Attachment H**

Attachment H shall refer collectively to the Attachments to the PJM Tariff with the prefix “H-“ that set forth, among other things, the Annual Transmission Rates for Network Integration Transmission Service in the PJM Zones.

**Auction Revenue Rights:**

“Auction Revenue Rights” or “ARRs” shall mean the right to receive the revenue from the Financial Transmission Right auction, as further described in Section 7.4 of this Schedule.

**Auction Revenue Rights Credits:**

“Auction Revenue Rights Credits” shall mean the allocated share of total FTR auction revenues or costs credited to each holder of Auction Revenue Rights, calculated and allocated as specified in Section 7.4.3 of this Schedule.

**Authorized Government Agency:**

“Authorized Government Agency” means a regulatory body or government agency, with jurisdiction over PJM, the PJM Market, or any entity doing business in the PJM Market, including, but not limited to, the Commission, State Commissions, and state and federal attorneys general.

**Avoidable Cost Rate:**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

**Balancing Ratio**

“Balancing Ratio” shall have the meaning provided in section 10A.

**Base Capacity Demand Resource:**

“Base Capacity Demand Resource” shall have the meaning specified in the Reliability Assurance Agreement.

**Base Capacity Demand Resource Constraint:**

“Base Capacity Demand Resource Constraint” for the PJM Region or an LDA, shall mean, for

the 2018/2019 and 2019/2020 Delivery Years, the maximum Unforced Capacity amount, determined by PJM, of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources that is consistent with the maintenance of reliability. As more fully set forth in the PJM Manuals, PJM calculates the Base Capacity Demand Resource Constraint for the PJM Region or an LDA, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Base Capacity Resources, including no Base Capacity Demand Resources or Base Capacity Energy Efficiency Resources. The calculation for the PJM Region uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question.

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources (displacing otherwise committed generation) as interruptible from June 1 through September 30 and unavailable the rest of the Delivery Year in question and calculates the LOLE at each DR and EE level. The Base Capacity Demand Resource Constraint is the combined amount of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources, stated as a percentage of the unrestricted annual peak load, that produces no more than a five percent increase in the LOLE, compared to the reference value. The Base Capacity Demand Resource Constraint shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

**Base Capacity Demand Resource Price Decrement:**

“Base Capacity Demand Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources and the clearing price for Base Capacity Resources and Capacity Performance Resources, representing the cost to procure additional Base Capacity Resources or Capacity Performance Resources out of merit order when the Base Capacity Demand Resource Constraint is binding.

**Base Capacity Energy Efficiency Resource:**

“Base Capacity Energy Efficiency Resource” shall have the meaning specified in the Reliability Assurance Agreement.

**Base Capacity Resource:**

“Base Capacity Resource” shall mean a Capacity Resource as described in section 5.5A(b).

**Base Capacity Resource Constraint:**

“Base Capacity Resource Reliability Constraint” for the PJM Region or an LDA, shall mean, for the 2018/2019 and 2019/2020 Delivery Years, the maximum Unforced Capacity amount, determined by PJM, of Base Capacity Resources, including Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources, that is consistent with the maintenance of reliability. As more fully set forth in the PJM Manuals, PJM calculates the above Base Capacity Resource Constraint for the PJM Region or an LDA, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Base Capacity Resources, including no Base Capacity Demand Resources or Base Capacity Energy Efficiency Resources. The calculation for the PJM Region uses the weekly load distribution from the Installed Reserve Margin study for the Delivery Year in question (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a weekly load distribution (based on the Installed Reserve Margin study and the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question. Additionally, for the PJM Region and relevant LDA calculation, the weekly capacity distributions are adjusted to reflect winter ratings.

For both the PJM Region and LDA analyses, PJM models the commitment of an amount of Base Capacity Demand Resources and Base Capacity Energy Efficiency Resources equal to the Base Capacity Demand Resource Constraint (displacing otherwise committed generation). PJM then models the commitment of varying amounts of Base Capacity Resources (displacing otherwise committed generation) as unavailable during the peak week of winter and available the rest of the Delivery Year in question and calculates the LOLE at each Base Capacity Resource level. The Base Capacity Resource Constraint is the combined amount of Base Capacity Demand Resources, Base Capacity Energy Efficiency Resources and Base Capacity Resources, stated as a percentage of the unrestricted annual peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Base Capacity Resource Constraint shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [one minus the pool-wide average EFORD] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

“Base Capacity Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Resources and the clearing price for Capacity Performance Resources, representing the cost to procure additional Capacity Performance Resources out of merit order when the Base Capacity Resource Constraint is binding.

**Base Capacity Resource Price Decrement:**

“Base Capacity Resource Price Decrement” shall mean, for the 2018/2019 and 2019/2020 Delivery Years, a difference between the clearing price for Base Capacity Resources and the clearing price for Capacity Performance Resources, representing the cost to procure additional Capacity Performance Resources out of merit order when the Base Capacity Resource Constraint is binding.

**Base Day-ahead Scheduling Reserves Requirement:**

“Base Day-ahead Scheduling Reserves Requirement” shall mean the thirty-minute reserve requirement for the PJM Region established consistent with the Applicable Standards, plus any additional thirty-minute reserves scheduled in response to an RTO-wide Hot or Cold Weather Alert or other reasons for conservative operations.

**Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

**Base Offer Segment:**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single Existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

**Base Residual Auction:**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

**Batch Load Demand Resource:**

“Batch Load Demand Resource” shall mean a Demand Resource that has a cyclical production process such that at most times during the process it is consuming energy, but at consistent regular intervals, ordinarily for periods of less than ten minutes, it reduces its consumption of energy for its production processes to minimal or zero megawatts.

**Behind The Meter Generation:**

Behind The Meter Generation refers to a generation unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities has consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection); provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Generation Capacity Resource; or (ii) in an hour, any portion of the output of such generating unit[s] that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.

**Black Start Service:**

Black Start Service is the capability of generating units to start without an outside electrical supply or the demonstrated ability of a generating unit with a high operating factor (subject to Transmission Provider concurrence) to automatically remain operating at reduced levels when disconnected from the grid.

**Breach:**

The failure of a party to perform or observe any material term or condition of Part IV or Part VI of the Tariff, or any agreement entered into thereunder as described in the relevant provisions of such agreement.

**Breaching Party:**

A party that is in Breach of Part IV or Part VI and/or an agreement entered into thereunder.

**Business Day:**

A Business Day is a day in which the Federal Reserve System is open for business and is not a scheduled PJM holiday.

**Buy Bid**

“Buy Bid” shall mean a bid to buy Capacity Resources in any Incremental Auction.

### **36.1 General:**

Generation Interconnection Requests and Transmission Interconnection Requests shall be governed by this Section 36.

#### **36.1.01 Generation Interconnection Request:**

Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
  - b. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - c. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - d. identification of the fuel type of the proposed generating unit or upgrade thereto; and
  - e. 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

- f. the planned date the proposed 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- i. Deposit.

i. A deposit shall be submitted to Transmission Provider, as follows:

- (1) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
- (2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
- (3) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (1) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (3) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (1) The cost of the Queue Position acceptance review; and
  - (2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (3) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (4) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to



cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- iv. Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (1) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

- v. 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
  - vi. The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
  - vii. 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 Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, the Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 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 shall be assigned based on the date and time of receipt of the last required piece of information.
  5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. the proposed maximum summer and winter megawatt electrical output;
    - ii. the location of the generation by county and state;
    - iii. the station or transmission line or lines where the interconnection will be made;
    - iv. the facility's projected date of Initial Operation;
    - v. the status of the Generation Interconnection Request, including its Queue Position;
    - vi. the type of Generation Interconnection Service requested;
    - vii. the availability of any studies related to the Interconnection Request;
    - viii. the date of the Generation Interconnection Request;
    - ix. the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. for each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list will not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

### **36.1.02 Generation Interconnection Requests of 20 Megawatts or Less:**

The Transmission Provider has developed streamlined processes for Generation Interconnection Requests involving new generation resources of 20 MW or less and increases in the capacity of a generating unit by 20 MW or less over any consecutive 24-month period. The processes for Generation Interconnection Requests involving increases in capacity by 20 MW or less are set forth in Subpart G of Part IV of the Tariff and the PJM Manuals.

### **36.1.03          Transmission Interconnection Request:**

An Interconnection Customer that seeks to interconnect or add Merchant Transmission Facilities to the Transmission System, or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System shall submit to the Transmission Provider a Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Transmission 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 Interconnection Request to the Transmission Provider's acknowledgment.

1.     Transmission Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Transmission Interconnection Customer must submit a complete and fully executed Transmission Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment S. To be considered complete at the time of submission, the Interconnection Customer's Transmission Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a.     the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and
  - b.     a description of the proposed Merchant Transmission Facilities; and
  - c.     the nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and
  - d.     the planned date the proposed Merchant Transmission Facilities will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities will take more than seven years; and
  - e.     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; and
    - i.     Transmission Injection Rights and/or Transmission Withdrawal Rights, or

- ii. 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;
- f. 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
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. Deposit.
  - i. A deposit shall be submitted to the Transmission Provider as follows:
    - (1) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Transmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (2) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or
    - (3) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000, a deposit of \$30,000 plus \$200 for each MW requested, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue.
  - ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Transmission Interconnection Customer upon Initial Operation.

However, if, before reaching Initial Operation, the Transmission Interconnection Customer withdraws its Transmission Interconnection Request, or the Transmission Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:

- (1) 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 Transmission Interconnection Request and/or associated Queue Position; and/or
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or
  - (3) 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.
- iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
- (1) The cost of the Queue Position acceptance review; and
  - (2) The cost of the deficiency review of the Interconnection Customer's Transmission Interconnection Request (to determine whether the Transmission Interconnection Request is valid); and
  - (3) The dollar amount of the Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study; and
  - (4) If the Transmission Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider



up to the point of such Transmission Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (a) The costs of any restudies required as a result of the modification, rejection termination and/or withdrawal of such Transmission Interconnection Request; and/or
  - (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 Transmission Interconnection Request and/or associated Queue Position; and/or
  - (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.
  - (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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.
- iv. Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (1) The Interconnection Customer's cost responsibility for any other studies conducted for the Transmission Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2) 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.

- v. 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 shall be returned to the Interconnection Customer.
  - vi. The Interconnection Customer must submit the total required deposit amount with the Transmission Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Transmission Interconnection Request, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Transmission Interconnection Request shall be terminated prior to reaching the deficiency review stage).
  - vii. 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 Interconnection Request, the Transmission Provider shall provide a deficiency review of the Transmission Interconnection Request to determine whether the Interconnection Customer submitted a valid Transmission Interconnection Request.
- a. If a Transmission Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review.
  - b. Pursuant to Section 9, Cost Responsibility, of the Transmission Interconnection Feasibility Study Agreement (Tariff, Attachment S), 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 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 Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Transmission 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 business days of receipt of the Transmission Interconnection Request that such Transmission 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 shall be provided ten 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 monies that the Transmission Provider's deficiency

notice identified as being required to constitute a valid Transmission 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 Transmission 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 business days to review the Interconnection Customer's response to the deficiency notice. If the Transmission Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Transmission Interconnection Request 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 Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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 Transmission Provider shall assign Queue Positions pursuant to Section 201 on the date and time of receipt of all the required information set forth in this Section 36.1.03.
  5. Deficiencies shall 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 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 the relevant PJM 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 the relevant PJM Transmission Interconnection Request, the relevant PJM Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

7. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Transmission Interconnection Requests that identifies:
    - i. in megawatts the potential nominal capability or increase in capability;
    - ii. the location of the Merchant Transmission Facilities by county and state;
    - iii. the station or transmission line or lines where the interconnection will be made;
    - iv. the facility's projected date of Initial Operation;
    - v. the status of the Transmission Interconnection Request, including its Queue Position;
    - vi. the availability of any studies related to the Interconnection Request;
    - vii. the date of the Transmission Interconnection Request;
    - viii. the type of Merchant Transmission Facilities to be constructed; and
    - ix. for each Transmission Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list will not disclose the identity of the Transmission Interconnection Customer, except as otherwise provided in Part IV or Part VI of the Tariff. The list and the priority of Transmission Interconnection Requests shall be included on the Transmission Provider's website as a part of the New Services Queue.

**36.1.03A Transmission Interconnection Customers Requesting Merchant Network Upgrades**

Notwithstanding Section 36.1.03, an Interconnection Customer that proposes Merchant Network Upgrades (including advancing pursuant to Section 220 or accelerating 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) shall submit an Upgrade Request, with the required information and the required deposit for a System Impact Study, as set forth in Attachment EE.

### **36.1.1 Interconnection Services for Generation:**

Generation Interconnection Customers may request either of two forms of Interconnection Service, i.e., interconnection as a Capacity Resource or as an Energy Resource. Energy Resource status allows the generator to participate in the PJM Interchange Energy Market pursuant to the PJM Operating Agreement. Capacity Resource status allows the generator to participate in the PJM Interchange Energy Market to be utilized by load-serving entities in the PJM Region to meet capacity obligations imposed under the Reliability Assurance Agreement and/or to be designated as a Network Resource under Part III. Capacity Resources also may participate in Reliability Pricing Model Auctions and in Ancillary Services markets pursuant to the Tariff or the Operating Agreement. Capacity Resource status is based on providing sufficient transmission capability to ensure deliverability of generator output to the aggregate PJM Network Load and to satisfy the contingency criteria in the Applicable Standards. Specific tests performed during the Generation Interconnection Feasibility Study and later System Impact Study will identify those upgrades required to satisfy the contingency criteria applicable at the generator's location.

Consistent with Section 1.7.4(i) of Schedule 1 to the Operating Agreement, to the extent its generating facility is dispatchable, an Interconnection Customer shall submit an Economic Minimum in the real-time market that is no greater than the higher of its physical operating minimum or its Capacity Interconnection Rights.

### **36.1.2 No Applicability to Transmission Service:**

Nothing in this Part IV shall constitute a request for transmission service, or confer upon an Interconnection Customer any right to receive transmission service, under Part II or Part III.

### **36.1.3 [Reserved]**

### **36.1.4 [Reserved]**

### **36.1.5 Scoping Meeting:**

After a valid Interconnection Request has been established, the Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After establishing a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days of establishing such valid Interconnection Request, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after establishment of a valid Interconnection Request if the valid Interconnection Request is established in the first four calendar months of the current New Services Queue; or within 30 days if the valid Interconnection Request is established within the fifth calendar month of the current New Services Queue; or in 20 days if the valid Interconnection Request is established in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.

### **36.1.6 Coordination with Affected Systems:**

The Transmission Provider will coordinate with Affected System Operators the conduct of any required studies in accordance with Section 202.

### **36.1.7 Base Case Data:**

Transmission Provider shall provide Interconnection Customer with base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon

request and subject to the confidentiality provisions of Section 223 of the Tariff. Transmission Provider may require Interconnection Customer to sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects, that are included in the then-current, approved Regional Transmission Expansion Plan.



## **36.2 Interconnection Feasibility Study:**

After receiving an Interconnection Request, a signed Generation Interconnection Feasibility Study Agreement or Transmission Interconnection Feasibility Study Agreement, as applicable, and the applicable deposit contained in Sections 36.1.01, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff from the Interconnection Customer, and, if applicable, subject to the terms of Section 36.1A.5, the Transmission Provider shall conduct an Interconnection Feasibility Study to make a preliminary determination of the type and scope of Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Request and to provide the Interconnection Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Interconnection Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Interconnection Feasibility Study assesses the practicality and cost of accommodating interconnection of the generating unit or increased generating capacity with the Transmission System. The analysis is limited to load-flow analysis of probable contingencies and, for Generation Interconnection Requests, short-circuit studies. This study also focuses on determining preliminary estimates of the type, scope, cost and lead time for construction of facilities required to interconnect the project. For a Generation Interconnection Customer, the Interconnection Feasibility Study may provide separate estimates of necessary facilities and upgrades and associated cost responsibility reflecting the generating facility being designated as either a Capacity Resource or an Energy Resource. The study for the primary Point of Interconnection will be conducted as a cluster, within the project's New Services Queue. The study for the secondary Point of Interconnection will be conducted as a sensitivity analysis. The Transmission Provider shall provide a copy of the Interconnection Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Interconnection Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall list the study and the date of the Interconnection Request to which it pertains on the Transmission Provider's website. To the extent required by Commission regulations, the Transmission Provider shall make the completed Interconnection Feasibility Study publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential. The Transmission Provider shall conduct Interconnection Feasibility Studies two times each year.

The following applies to Interconnection Requests received prior to October 1, 2016:

For Interconnection Requests received during the six-month period ending October 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by August 31. Following the closure of an interconnection queue on October 31 and April 30, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on December 1 and June 1, respectively. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated

completion date along with an explanation of the reasons why additional time is needed to complete the study.

The following applies to Interconnection Requests received between November 1, 2016 and March 31, 2017:

For Interconnection Requests received during the five-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queue on March 31, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on May 1. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

The following applies to Interconnection Requests received after April 1, 2017:

For Interconnection Requests received during the six-month period ending September 30, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by January 31. For Interconnection Requests received during the six-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queues on September 30 and March 31, respectively, the Transmission Provider will utilize the following months of October and April, respectively, to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on November 1 and May 1, respectively. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study.

### **36.2.1 Substitute Point:**

If the Interconnection Feasibility Study reveals any result(s) not reasonably expected at the time of the Scoping Meeting, a substitute Point of Interconnection identified by the Interconnection Customer, Transmission Provider, or the Interconnected Transmission Owner, and acceptable to the others, but which would not be a Material Modification, will be substituted for the Point of Interconnection identified in the Interconnection Feasibility Study Agreement. The substitute Point of Interconnection will be effected without loss of Queue Position and will be utilized in the ensuing System Impact Study.

### **36.2.2 Meeting with Transmission Provider:**

At the Interconnection Customer's request, Transmission Provider, the Interconnection Customer and the Interconnected Transmission Owner shall meet at a mutually agreeable time to discuss the results of the Interconnection Feasibility Study. Such meeting may occur in person or by telephone or video conference.

**36.2.3 Reserved.**

## 110.1 Application

A Generation Interconnection Customer desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
- (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,

termination and/or withdrawal of such Generation Interconnection Request; and/or

- (ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

- 2. Deficiency Review. Within five business days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 110.1. If the information required pursuant to Section 110.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
  5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.
7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the

scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

## 111.1 Application

The Interconnection Customer desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
- (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to

Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

- (ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
  - (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.
2. Deficiency Review. Within five business days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 111.1. If the information required pursuant to Section 111.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.
7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of

Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

## 112.1 Application

The Generation Interconnection Customer desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
- (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,



termination and/or withdrawal of such Generation Interconnection Request; and/or

- (ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

- 2. Deficiency Review. Within five business days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112.1. If the information required pursuant to Section 112.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
  5. Deficiency notices shall 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. Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.
7. **Small Generation Project Evaluation.** Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

## 112A.1 Application

The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider an Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Interconnection Request to the Transmission Provider's acknowledgment.

1. Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, an Interconnection Customer must submit a complete and fully executed Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment Y. To be considered complete at the time of submission, the Interconnection Customer's Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:
    - i. Interconnection Customer Information; and
    - ii. Energy Resource Information; and
    - iii. Energy Resource Characteristic Data; and
    - iv. Interconnection Facilities Information; and
    - v. Diagrams and Site Control; and
    - vi. Deposit.
      - (1) A deposit shall be submitted to Transmission Provider, as follows:
        - (a) A deposit of \$2,000 if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or
        - (b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
        - (c) A deposit of \$5,000 if the Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request, or the Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (a) 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 Interconnection Request and/or associated Queue Position or Alternate Queue Process; and/or
  - (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the screens evaluation and/or supplemental screens evaluations; and
  - (b) The cost of Alternate Queue Process studies; and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Interconnection Feasibility Study; and
  - (d) If the Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the

deficiency review and/or deficiency response period, as described further below, or during the screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Interconnection Request; and/or
  - (ii) 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 Interconnection Request and/or associated Queue Position; and/or
  - (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
  - (iv) 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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the screens evaluations and/or Alternate Queue Process studies, the Transmission Provider shall apply any remaining refundable deposit monies toward:



- (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
    - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
  - (5) If any refundable deposit monies remain after the screens evaluations and/or Alternate Queue Process studies are complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
  - (6) The Interconnection Customer must submit the total required deposit amount with the Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request shall be terminated prior to reaching the screens evaluations and/or 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 or Alternate Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position or Alternate Queue Position.
2. Deficiency Review. Within five business days of the Interconnection Customer submitting an Interconnection Request, the Transmission Provider shall provide a deficiency review of the Interconnection Request to determine whether the Interconnection Customer submitted a valid Interconnection Request.

- a. If an Interconnection Request meets all of the requirements set forth above, the Transmission Provider shall start the deficiency review.
- b. If there are deficiencies in the 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 business days of receipt of the Interconnection Request that such 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 shall be provided ten 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 and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid 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 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Interconnection Requests 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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 assigned.
4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112A. If the information required pursuant to Section 112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Interconnection Request, including its Queue Position;
    - vi. The type of Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and

- x. For each Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list shall not disclose the identity of the Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

**112A.2 Screens.** Subject to the Interconnection Customer, Transmission Provider and Interconnected Transmission Owner(s) mutually agreeing to reasonable extension of time beyond 15 business days, which agreement shall not be unreasonably withheld, within 15 business days of the Interconnection Customer submitting an Interconnection Request pursuant to Section 112A.1 of the Tariff, Transmission Provider in consultation with the relevant Interconnected Transmission Owner(s) shall:

1. Provide a screens review/evaluation of the Interconnection Request using the screens set forth below; and
2. Notify the Interconnection Customer of the results of the initial review/evaluation and inform the Interconnection Customer whether supplemental screens evaluations must be performed; and
3. Provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations pursuant to the screens set forth below.

112A.2.1 The proposed interconnection must be on a portion of the Interconnected Transmission Owner's distribution facilities located in the PJM Region and the output of the Customer Facility to be used for wholesale sales in the PJM Region. Distribution facilities shall include facilities that are non-networked, often lower voltage facilities that carry power in one direction, but does not include sub transmission facilities.

112A.2.2 For interconnection of a proposed Energy Resource to a radial distribution circuit, the aggregated generation, including the proposed Energy Resource on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnected Transmission Owner's electric system connected to a customer and bounded by automatic sectionalizing devices or the end of the distribution line.

112A.2.3 For interconnection of a proposed Energy Resource to the load side of spot network protectors, the proposed Energy Resource must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.

112A.2.4 The proposed Energy Resource, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

112A.2.5 The proposed Energy Resource, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the proposed interconnection be accepted for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

112A.2.6 Using the table below, Transmission Provider, in consultation with the Interconnected Transmission Owner, shall determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnected Transmission Owner’s electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

112A.2.7 If the proposed Energy Resource is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Energy Resource, shall not exceed 20 kW.

112A.2.8 If the proposed Energy Resource is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

112A.2.9 The proposed Energy Resource, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Energy Resource proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

112A.2.10 No construction of facilities by the Interconnected Transmission Owner on its own system shall be required to accommodate the Energy Resource.

## **201 Queue Position:**

Each New Service Request shall be assigned a priority, or Queue Position, based on the date and time all required information and requisite deposits are received, i.e., Queue Positions will be assigned on a first-come, first-served basis. The Queue Position of each Interconnection Request and each Completed Application shall be assigned in accordance with the applicable terms of Part II, Part III, or Part IV. The Queue Position of each Upgrade Request shall be the date of Transmission Provider's receipt of all applicable information required by Attachment EE of the Tariff. Subject to the applicable terms of the Tariff, all New Service Requests shall be processed as part of a single New Services Queue, except where such projects have been assigned to a subsequent queue pursuant to Sections 36.1.01, 36.1.03, 36.2A.1.2, 36.2A.2, 110, 111, 112, or 112A, in which case such projects will be studied as part of a single New Services Queue with such subsequent queue. With the exception of Interconnection Requests pursuant to Section 112, the Transmission Provider shall publish the New Services Queue on its website identifying each pending New Service Request and its status as and to the extent consistent with applicable terms of the Tariff. For the purpose of determining the amount of a New Service Customer's cost responsibility for the construction of necessary facilities or upgrades to accommodate its New Service Request, a New Service Request that is deemed terminated and withdrawn under this Part VI or other applicable terms of the Tariff shall concurrently lose its Queue Position and will not be included in any further studies. Nothing in this Section 201, however, precludes an entity from later submitting another New Service Request or resubmitting a withdrawn or terminated New Service Request and receiving a new Queue Position in accordance with the applicable Sections 36.1.01, 36.1.03, 36.2A.1.2, 36.2A.2, 110, 111, 112, or 112A.

### **201.1 Transferability of Queue Position:**

A New Service Customer may transfer its Queue Position to another entity only if, (a) in the case of a transfer by an Interconnection Customer, the other entity acquires the rights to the same Point(s) of Interconnection identified in the Interconnection Request, or, (b) in the case of a transfer by any other New Service Customer, the acquiring entity accepts, as applicable, the same receipt and delivery points or the same source and sink as stated in the transferor's New Service Request.

### **204.3 Interconnection Requests:**

Upon completion of the Interconnection Feasibility Study, the Transmission Provider shall tender to the affected Interconnection Customer a System Impact Study Agreement. For an Interconnection Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Feasibility Study costs exceeding the Feasibility Study deposit fee contained in Sections 36.1.02, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff, if any, (iii) shall pay the Transmission Provider a deposit as provided in 204.3A below, (iv) shall identify the Point(s) of Interconnection, and (v) in the case of a Generation Interconnection Customer, shall (A) demonstrate that it has made an initial application for the necessary air emission permits, if any, for its proposed generation, (B) specify whether it desires to interconnect its generation to the Transmission System as a Capacity Resource or an Energy Resource, (C) provide required machine modeling data as specified in the PJM Manuals, (D) in the case of a wind generation facility, provide a detailed electrical design specification and other data (including system layout data) as required by the Transmission Provider for completion of the System Impact Study no later than 6 months after submission of the Generation Interconnection Request, and (E) notify the Transmission Provider if it seeks to use Capacity Interconnection Rights in accordance with Section 230.3.3; or, (vi) in the case of a Transmission Interconnection Customer, shall (A) provide Transmission Provider with evidence of an ownership interest in, or right to acquire or control, the site(s) where major equipment (e.g., a new transformer or D.C. converter stations) would be installed, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (B) demonstrate in a manner acceptable to Transmission Provider that it holds rights to use (or an option to obtain such rights) any existing facilities of the Transmission System that are necessary for construction of the proposed Merchant Transmission Facilities; and (C) provide required modeling data as specified in the PJM Manuals. If an Interconnection Customer fails to comply with any of the applicable listed requirements, its Interconnection Request shall be deemed terminated and withdrawn, however in the event that the information required per (v) (C), (v) (D), or (vi) (C) above is provided and deemed to be deficient by the Transmission Provider, Interconnection Customer may provide additional information acceptable to the Transmission Provider within 10 business days. Failure of the Interconnection Customer to provide information identified as being deficient within 10 business days shall result in the Interconnection Request being terminated and withdrawn. If a terminated and withdrawn Interconnection Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.

#### **204.3A Deposits for Interconnection Customers**

1. Provided that the maximum total deposit amount for a System Impact Study shall be \$300,000 regardless of the size of the proposed Customer Facility, a System Impact Study deposit shall be submitted to Transmission Provider, as follows:



- a. For a proposed Customer Facility that is 20 MW or greater, a deposit of \$500 for each MW requested; or
  - b. For a proposed Customer Facility that is 2 MW or greater, but less than 20 MW, a deposit of \$10,000; or
  - c. For a proposed Customer Facility that is less than 2 MW, a deposit of \$5,000.
2. 10% of each total System Impact Study deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request or the Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - a. 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 Interconnection Request and/or associated Queue Position; and/or
  - b. Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or
  - c. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Interconnection Requests by the Interconnection Customer.
3. 90% of each total System Impact Study deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total System Impact Study deposit amount to cover the following:
  - a. The cost of the System Impact Study acceptance review; and
  - b. The dollar amount of the Interconnection Customer's cost responsibility for the System Impact Study; and
  - c. If the System Impact Study Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the System Impact Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such request being modified,

rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- i. The costs of any restudies required as a result of the modification, rejection, termination and/or withdrawal of such request; and/or
  - ii. 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 System Impact Study Request and/or associated Queue Position; and/or
  - iii. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Interconnection Requests by such customer.
  - iv. 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 shall be returned to the customer in accordance with the PJM Manuals.
4. Upon completion of the System Impact Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - a. The cost responsibility of the Interconnection Customer for any other studies conducted for the Interconnection Request; and/or
  - b. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Interconnection Requests by such Interconnection Customer.
5. If any refundable deposit monies remain after the System Impact 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 Interconnection Requests by such Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
6. The Interconnection Customer must submit the total required deposit amount with the System Impact Study Request. If the Interconnection Customer fails to submit the total required deposit amount with the System Impact Study Request, the System Impact Study Request shall be deemed to be terminated and withdrawn.

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

### **205.3 Timing of Studies:**

The following provision shall apply to all New Service Requests submitted on May 1, 2012 through and including October 31, 2016:

The Transmission Provider shall conduct System Impact Studies each year commencing on (i) June 1, for New Service Requests received between May 1 and October 31 of the previous year, (ii) December 1, for New Service Requests received between November 1 of the previous year, and April 30 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on November 1, 2016 through and including March 31, 2017:

The Transmission Provider shall conduct System Impact Studies commencing on November 1, for New Service Requests received between October 1 of the previous year, and March 31 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on or after April 1, 2017:

The Transmission Provider shall conduct System Impact Studies each year commencing on (i) May 1, for New Service Requests received between April 1 and September 30 of the previous year, (ii) November 1, for New Service Requests received between October 1 of the previous year, and March 31 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers and the affected Transmission Owner(s) and provide an estimated completion date, along with an explanation of the reasons why additional time is needed to complete the study. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

**ATTACHMENT N**  
**Form of**  
**Generation Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Generation Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) (individually referred to as a “Party,” or collectively referred to as the “Parties”) pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”) (the “Agreement”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
  
2. By submitting this Agreement and complying with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
  
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:
  - a. Location of generating unit site (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site):  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
  - b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:

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- c. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.

- i. For new generating units, complete the following chart:

Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

- ii. For existing generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Proposed Facility Incremental Increase	Total
Maximum Facility Output (as defined in the PJM Tariff) in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts			

- iii. For new Behind The Meter generating units, complete the following chart:

Gross Generator Output in Megawatts	
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)	
Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

- iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Requested Facility Increase	Total
Gross Generator Output in Megawatts			
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)			
Maximum Facility Output (as defined in the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM System, in Megawatts			
Capacity Interconnection Rights, in Megawatts			

- d. Identify the fuel type of the new or existing generating unit:

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- e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

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- f. Planned date the new generating unit or increase in capability will be in service:

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- g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer’s prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement:

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**THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:**

- a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.
- b. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:

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- c. Describe the electrical connections between the generation facility and the load.

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**PURPOSE OF THE FEASIBILITY STUDY**

- 4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.



5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

## **CONFIDENTIALITY**

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## **COST RESPONSIBILITY**

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, 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. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Sections 36.1.01, 110, 111, or 112), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.

11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### MISCELLANEOUS

12. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**Interconnection Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.
15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.
16. Neither this Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.
18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
19. **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
20. **Multiple Counterparts**  
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.
21. **No Partnership**  
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
22. **Severability**  
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
23. **Reservation of Rights**  
The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission (“FERC”) to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party

and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

## **CERTIFICATION**

**By initialing the line next to each of the following required elements, Interconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):**

\_\_\_\_\_ **Specification of the location of the proposed generating unit site or existing generating unit (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site)**

\_\_\_\_\_ **Evidence of an ownership interest in, or right to acquire or control the generating unit site**

\_\_\_\_\_ **The megawatt size of the proposed generating unit or the amount of increase in megawatt capability of an existing generating unit, and identification of any megawatt portion of the facility's capability that will be a Capacity Resource**

\_\_\_\_\_ **Identification of the fuel type of the proposed generating unit or upgrade thereto**

\_\_\_\_\_ **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**

\_\_\_\_\_ **The planned date that the proposed generating unit or increase in megawatt capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years**

\_\_\_\_\_ **All additional information prescribed by the Transmission Provider in the PJM Manuals**

\_\_\_\_\_ **The full amount (including both the refundable and non-refundable portions) of the required deposit**

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

Interconnection Customer: **[Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT N-1  
FORM OF  
SYSTEM IMPACT STUDY AGREEMENT**

(PJM Queue Position #\_\_\_\_)

**RECITALS**

1. This System Impact Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. The Transmission Provider has: (i) pursuant to Section 36.2 of the PJM Tariff, completed an Interconnection Feasibility Study and provided the results of that study to the New Service Customer; (ii) received a valid Upgrade Request; or (iii) pursuant to Section 19 or Section 32, as applicable, of the PJM Tariff, the Transmission Provider has completed an Initial Study and provided the results of that study to the New Service Customer.
3. Pursuant to Sections 19.1, 32.1, 37, 110.2, 111.2, 204.2, or 204.3, as applicable, of the PJM Tariff, the New Service Customer (i) requests that the Transmission Provider perform a System Impact Study, and (ii) agrees to submit a deposit to the Transmission Provider which will be applied to the New Service Customer's cost responsibility for the System Impact Study, as set forth in Section 204.3A of the PJM Tariff.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 4}**

4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section 3 of the Interconnection Feasibility Study Agreement dated \_\_\_\_\_, for the project designated \_\_\_\_\_ {insert Queue Position} by and between the New Service Customer and the Transmission Provider is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer further provides the following information and represents and warrants that said information is true and correct:

**{For Generation Facilities, use the following paragraphs a through c}**

- a. Specify whether the generation to be interconnected to the Transmission System is to be a Capacity Resource or an Energy Resource.

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- b. Identification of evidence of initial application for the necessary air permits (attach documentation separately):

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder (attach generator data for stability study analysis):

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**{For Merchant Transmission Facilities, use the following paragraphs a through c}**

- a. Provide evidence of ownership in, or right to acquire or control the site(s) where New Service Customer intends to install its major equipment, in the form of a deed, option agreement, lease or other similar document acceptable to PJM:

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- b. Provide evidence of the rights or option to obtain such rights to use any existing transmission facilities within PJM that are necessary for construction of the proposed project.

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder:

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**{For New Service Customer other than Interconnection Customers, use the following paragraph 4}**

- 4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section \_\_\_\_ {insert applicable section number} of the New Service Request dated \_\_\_\_\_, for the request designated \_\_\_\_\_ {insert Queue Position} is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer



further provides the following information and represents and warrants that said information is true and correct:

### **PURPOSE OF THE SYSTEM IMPACT STUDY**

5. Consistent with Section 205 of the PJM Tariff, the Transmission Provider, in consultation with the affected Transmission Owner(s), shall conduct a System Impact Study that identifies the system constraints relating to the New Service Requests being evaluated in the study and the Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate such New Service Requests. It is expected that the System Impact Study will be completed by {insert date}. In the event that the Transmission Provider is unable to complete the System Impact Study by that date, the Transmission Provider shall notify the New Service Customer and explain the reasons for the delay.
  
6. The System Impact Study conducted hereunder will provide more comprehensive estimates of the cost and length of time required to accommodate the New Service Customer's New Service Request than those developed through the Feasibility Study or Initial Study, if applicable, performed for the New Service Customer. These estimates shall represent a good faith attempt to determine the cost of necessary facilities and upgrades to accommodate the New Service Customer's New Service Request, and the New Service Customer's cost responsibility for them, but shall not be deemed final or binding. The scope of the System Impact Study {include for Merchant Transmission Facilities: may depend in part on the interconnection rights elected by the New Service Customer under Section 36.1.03 of the PJM Tariff and} may include (a) an assessment of sub-area import deliverability, (b) an assessment of sub-area export deliverability, (c) an assessment of project related system stability issues, (d) an assessment of project related short circuit duty issues, (e) a contingency analysis consistent with NERC's and each Applicable Regional Entity's reliability criteria, (f) an assessment of regional transmission upgrades that most effectively meet identified needs, and (g) an analysis to determine cost allocation responsibility for required facilities and upgrades. Final estimates will be developed only upon execution of a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The System Impact Study necessarily will employ various assumptions regarding the New Service Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THE SYSTEM IMPACT STUDY IN ANY WAY BE DEEMED TO OBLIGATE THE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS THAT MAY INTERCONNECT WITH THE NEW SERVICE CUSTOMER TO CONSTRUCT ANY FACILITIES OR UPGRADES.**

### **CONFIDENTIALITY**

7. The New Service Customer agrees to provide all information requested by the Transmission Provider necessary to complete the System Impact Study. Subject to paragraph 8 of this System Impact Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 7 shall be and remain confidential.

8. Until completion of the System Impact Study, the Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Pursuant to Section 205.4 of the PJM Tariff, upon completion of the System Impact Study, the Transmission Provider shall provide a copy of the System Impact Study to all New Service Customers whose New Service Requests were evaluated in the System Impact Study along with all related work papers. Additionally, Transmission Provider shall post on Transmission Provider's website (i) the existence of the System Impact Study, (ii) the New Service Customers that had New Service Requests evaluated in the System Impact Study, (iii) the location and size in megawatts of each New Service Customer's generation project, if applicable, and (iv) each New Service Customer's Queue Position. Additionally, New Service Customer acknowledges and consents to such other disclosures as may be required under the PJM Tariff or the FERC's rules and regulations.
9. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the Transmission Owners will participate in the System Impact Study process and that the Transmission Provider may disseminate information to the Transmission Owners and rely upon them to conduct part or all of the System Impact Study.

#### **COST RESPONSIBILITY**

10. The New Service Customer shall reimburse the Transmission Provider for the actual cost of the System Impact Study in accordance with its cost responsibility as determined under Sections 110.2, 111.2, 112.2, or 203 of the PJM Tariff. The refundable portion of the deposit described in Section 3 of this Agreement, paid by the New Service Customer pursuant to Sections 110.2, 111.2, 112.2, or 204.3A of the PJM Tariff, shall be applied toward the New Service Customer's System Impact Study cost responsibility. Pursuant to Section 204.3 of the PJM Tariff, during the acceptance review of this Agreement, in the event that the Transmission Provider anticipates that the New Service Customer's study cost responsibility will substantially exceed the refundable portion of the deposit, the Transmission Provider shall provide the New Service Customer with an estimate of the additional study costs and the New Service Customer's cost responsibility. 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 New Service Customer with notification of estimated additional study costs, the New Service Customer is responsible for and must pay all actual study costs. If the Transmission Provider provides the New Service Customer with notification of estimated additional study costs, the New Service Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs. If the New Service Customer fails to pay such estimated additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs, then the New Service Request shall be deemed to be withdrawn and terminated.

## **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

11. In analyzing and preparing the System Impact Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SYSTEM IMPACT STUDY. The New Service Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this System Impact Study Agreement nor the System Impact Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the New Service Customer either at this point in time or in the future.
12. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether arising under this System Impact Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this System Impact Study Agreement.

Without limitation of the foregoing, the New Service Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any System Impact Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

## **MISCELLANEOUS**

13. Any notice or request made to or by either party regarding this System Impact Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

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14. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this System Impact Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
15. This System Impact Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
16. This System Impact Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
17. Neither this System Impact Study Agreement nor the System Impact Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
18. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
19. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
20. This System Impact Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed System Impact Study and a proposed Facilities Study Agreement to New Service Customer pursuant to Section 206 of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the System Impact Study hereunder relates.
21. **No Third-Party Beneficiaries**  
This System Impact Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
22. **Multiple Counterparts**

This System Impact Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. No Partnership

This System Impact Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

24. Severability

If any provision or portion of this System Impact Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this System Impact Study Agreement shall remain in full force and effect.

25. Governing Law, Regulatory Authority, and Rules

For Interconnection Requests, the validity, interpretation and enforcement of this System Impact Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This System Impact Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

26. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this System Impact Study Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Transmission Provider and the New Service Customer have caused this System Impact Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT N-2  
FORM OF  
FACILITIES STUDY AGREEMENT**

(PJM Queue Position #\_\_\_\_)

**RECITALS**

1. This Facilities Study Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider"), pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. Pursuant to Section 36.2 or Section 205 of the PJM Tariff, Transmission Provider has completed a Generation or Transmission Interconnection Feasibility Study or an Initial Study (as applicable) and a System Impact Study and has provided the results of those studies to New Service Customer.
3. Transmission Provider has informed New Service Customer that the estimated date for completion of a Facilities Study pursuant to Section 206 of the PJM Tariff is {date} and that New Service Customer's estimated cost responsibility for such Facilities Study, subject to revision as provided in this Agreement, is \$ \_\_\_\_\_.
4. New Service Customer desires that Transmission Provider commence a Facilities Study for the New Service Request with Queue Position {queue position}.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 3 of the Feasibility Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, and to the extent supplemented as set forth in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

**{For New Service Customers other than Interconnection Customers use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

## MILESTONES

6. Pursuant to Section 206.1 of the PJM Tariff, the parties agree that New Service Customer must meet the following milestone dates relating to the development of its generation or merchant transmission project(s) or New Service Request, as applicable, in order to retain the assigned Queue Position of its New Service Request(s) (as established pursuant to Section 201 of the PJM Tariff) while Transmission Provider is completing the Facilities Study:

**[Specify Project Specific Milestones]**

**[As appropriate include the following standard Milestones, with any revisions necessary for the project at hand]**

- 6.1 Unless New Service Customer previously specified, in its initial drawing submitted to Transmission Provider, the location of the high-side of the generator step-up transformer, then on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be on the high voltage side of the Customer Facility generator step-up transformer(s), or in the case of a Customer Facility with a single step-up transformer for multiple generators, the high voltage side of the facility step-up transformer. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.
- 6.2 To the extent New Service Customer intends to elect the Option to Build as provided in Appendix 2 to Attachment P of the Tariff, and to the extent any new or additional property is required to accommodate required Attachment Facilities, on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be the location of the network substation which shall be built and subsequently transferred to the Interconnected Transmission Owner. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.

**[Add Additional Project Specific Milestones as appropriate]**

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Should New Service Customer fail to achieve any of the foregoing milestones, its New Service Request(s) shall be deemed to be withdrawn and terminated and it will have to resubmit its New Service Request(s) for reassignment of a Queue Position and re-initiation of the New Service Request study process.

## PURPOSE AND SCOPE OF THE FACILITIES STUDY



7. Transmission Provider, in consultation with the affected Transmission Owner(s), shall commence a Facilities Study pursuant to Section 206 of the PJM Tariff to evaluate the Attachment Facilities, Local Upgrades and/or Network Upgrades necessary to accommodate New Service Customer's New Service Request assigned Queue Position **{insert queue position}**. **{Add corresponding info on customer's other projects if necessary.}**
  - A. **Scope of Facilities Study:** The purpose of the Facilities Study is to provide, commensurate with any mutually agreed parameters regarding the scope and degree of specificity described in Schedule A attached to this agreement, conceptual engineering and, as appropriate, detailed design, plus cost estimates and project schedules, to implement the conclusions of the System Impact Study regarding the Attachment Facilities, Local Upgrades and Network Upgrades necessary to accommodate the New Service Customer's New Service Request(s). Cost estimates shall be determined in a manner consistent with Section 217 of the PJM Tariff. The nature and scope of the materials that Transmission Provider shall deliver to the New Service Customer upon completion of the Facilities Study shall be described in the PJM Manuals.
  - B. **Facilities Study Cost and Time Estimate:** Transmission Provider's estimates of the date for completion of the Facilities Study and of New Service Customer's cost responsibility for the Facilities Study are stated in section 3 of this Agreement. In the event that Transmission Provider determines that it will be unable to complete the Facilities Study by the estimated completion date stated in section 3 of this Agreement, it shall notify New Service Customer and will explain the reasons for the delay. New Service Customer agrees that its estimated cost responsibility stated in section 3 is subject to revision as provided in sections 14, 15 and 16 of this Agreement.
8. The Facilities Study necessarily will employ various assumptions regarding New Service Customer's New Service Request(s), other pending New Service Requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THIS AGREEMENT OR THE FACILITIES STUDY IN ANY WAY BE DEEMED TO OBLIGATE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS TO CONSTRUCT ANY FACILITIES OR UPGRADES OR TO PROVIDE ANY TRANSMISSION OR INTERCONNECTION SERVICE TO OR ON BEHALF OF NEW SERVICE CUSTOMER EITHER AT THIS POINT IN TIME OR IN THE FUTURE.**

### **CONFIDENTIALITY**

9. New Service Customer agrees to provide all information requested by Transmission Provider necessary to complete the Facilities Study. Subject to section 10 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this section 9 shall be and remain confidential.

10. Until completion of the Facilities Study, Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Upon completion of the Facilities Study, Transmission Provider shall provide a copy of the study to New Service Customer, and to all other New Service Customers whose New Service Requests were evaluated in the Facilities Study, along with (to the extent consistent with Transmission Provider's confidentiality obligations in Section 18.17 of the Operating Agreement) all related work papers. Transmission Provider also shall post on its website the existence of the Facilities Study. New Service Customer acknowledges and consents to such other, additional disclosures of information as may be required under the PJM Tariff or the FERC's rules and regulations.
11. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the affected Transmission Owner(s) will participate in the Facilities Study process and that Transmission Provider may disseminate information to the affected Transmission Owner(s) and may consult with them regarding part or all of the Facilities Study.

### **COST RESPONSIBILITY**

12.
  - A. New Service Customer shall reimburse Transmission Provider for all, or for an allocated portion of, the actual cost of the Facilities Study in accordance with its cost responsibility as determined under Section 206 of the PJM Tariff.
  - B. Prior to initiating the Facilities Study, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work on the study that is scheduled to be completed during the first three months after work commences. Thereafter, on or before the 5th business day of every third month, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work expected to be completed on the Facilities Study during the ensuing three months. New Service Customer shall pay each bill within twenty (20) days after receipt thereof. In the event New Service Customer fails, other than as provided below regarding billing disputes, to make timely payment of any invoice for work on the Facilities Study, its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due. Notwithstanding the foregoing, in the event that the total estimated cost of the Facilities Study does not exceed the amount of the deposit required under Section 206 of the PJM Tariff, Transmission Provider shall apply the deposit in payment of the invoices for the cost of the Facilities Study. Upon written request by the New Service Customer pursuant to Section 206.4.1.1 of the PJM Tariff, Transmission Provider may provide a quarterly cost reconciliation. Subject to the following sentence regarding the final cost reconciliation upon completion of the Facility Study, such a quarterly cost reconciliation will have a one-quarter lag, e.g., reconciliation of costs for the first calendar quarter of work will be provided at the start of the third calendar quarter of work. Within 120 days after Transmission Provider completes the Facilities Study, Transmission Provider shall provide a final invoice presenting an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) New Service Customer's cost responsibility under this Agreement

and the PJM Tariff for the actual cost of the Facilities Study and (b) New Service Customer's aggregate payments hereunder, including its deposits.

C. In the event of a billing dispute, Transmission Provider shall continue to perform its obligations under this Agreement so long as (1) New Service Customer continues to make all payments not in dispute, and (2) New Service Customer's aggregate deposits held by Transmission Provider under this Agreement while the dispute is pending exceeds the amount in dispute, or (3) New Service Customer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If New Service Customer fails to meet any of these requirements, then its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due.

13. Concurrent with execution of this Agreement, New Service Customer will pay Transmission Provider a cash deposit, as provided by Section 206 of the PJM Tariff, equal to the greater of \$100,000.00 or New Service Customer's estimated cost responsibility for the first three months of work on the Facilities Study. Notwithstanding the foregoing, an Interconnection Customer with a proposed Customer Facility that is: (a) equal to or less than 20 MW but greater than 2 MW shall pay a refundable deposit in the amount of \$50,000; or (b) equal to or less than 2 MW shall pay a refundable deposit in the amount of \$15,000. New Service Customer's quarterly estimated cost responsibility shall equal its estimated cost responsibility for the work on the Facilities Study that is scheduled to be completed during each three-month period after such work commences. If New Service Customer fails timely to provide the deposit required by this section, its New Service Request shall be deemed terminated and withdrawn and this Agreement shall be null and void. New Service Customer acknowledges that it may become obligated to pay one or more additional deposits pursuant to sections 14 and 15 below. Except as otherwise provided in section 12.B above, Transmission Provider shall continue to hold the amounts on deposit under this agreement until settlement of the final invoice.
14. If the Facilities Study, as described in section 7.A of this Agreement, is to include evaluation of more than one New Service Request and one or more of those requests is terminated and withdrawn, subject to the terms of section 15 of this Agreement, Transmission Provider will redetermine and reallocate the costs of the Facilities Study among the remaining participating New Service Customers in accord with Section 206 of the PJM Tariff. In that event, and subject to the terms of section 15, within 30 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider will provide the New Service Customer with a written statement of the New Service Customer's revised responsibility for the estimated cost of the Facilities Study, determined in accordance with Section 206 of the PJM Tariff. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required

under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

15. A. This section shall apply prior to commencement of the Facilities Study (1) if the Facilities Study is to include multiple New Service Requests; and (2) if, in Transmission Provider's reasonable judgment, the termination and withdrawal of one or more of those New Service Requests significantly changes the group of New Service Requests to be included in the Facilities Study from the group that was included in the System Impact Study. For the purposes of this section, a change to the group of New Service Requests to be included in the Facilities Study shall be significant if, in Transmission Provider's reasonable engineering judgment, the change is likely to cause the system constraints relating to, and/or the facilities and upgrades necessary to accommodate, the group of New Service Requests remaining to be included in the Facilities Study to differ materially from the system constraints relating to, and/or from the facilities and upgrades necessary to accommodate, the group of New Service Requests that the System Impact Study evaluated.

B. In the event of a significant change to the group of New Service Requests that the System Impact Study evaluated, within 15 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider shall provide New Service Customer with an explanation of the nature and extent of the change in the affected group of New Service Requests and of the extent to which Transmission Provider has determined that it must re-assess the results of the System Impact Study. Within 30 days after it provides the explanation described in the preceding sentence, Transmission Provider shall provide New Service Customer with a revised estimate of the time needed, and of the likely cost, to complete the Facilities Study, and, if the study continues to include evaluation of more than one New Service Customer's New Service Request(s), New Service Customer's allocated share of the estimated cost of the revised Facilities Study, determined in accord with Section 206 of the PJM Tariff.

C. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

16. A. If the Facilities Study includes New Service Customer's New Service Request(s) only, New Service Customer may terminate its participation in the study at any time by providing written notice of termination to Transmission Provider. New Service Customer's notice of termination (1) shall be effective as of the end of the business day following the day that Transmission Provider receives such notice and (2) concurrently shall have the effect of terminating and withdrawing New Service Customer's New Service Request(s). New Service Customer will be responsible for all costs of the Facilities Study that Transmission Provider incurred prior to the effective date of the notice of termination. Within thirty (30) days after the effective date of New Service Customer's notice of termination, Transmission Provider will deliver to New Service Customer a statement of New Service Customer's responsibility for the costs of the Facilities Study incurred up to the date of termination. In the event that New Service Customer's cost responsibility as of the date of termination exceeds the sum of its deposits then held by Transmission Provider for the Facilities Study, Transmission Provider's statement will include an invoice in the amount of such excess. New Service Customer will pay that invoice within ten (10) days after it receives it. In the event that New Service Customer does not pay the invoice within ten (10) days after receipt, New Service Customer shall owe the invoice amount plus interest at the applicable rate prescribed in 18 C.F.R. § 35.19a (a)(2)(iii), accrued from the day after the date payment was due until the date of payment. In the event that New Service Customer's cost responsibility as of the date of termination was less than the sum of its deposits for the Facilities Study, Transmission Provider's statement will include a payment to New Service Customer in the amount of the difference.
- B. If the Facilities Study includes any New Service Request(s) other than that (those) of New Service Customer, termination and withdrawal of New Service Customer's New Service Request(s) at any time after Transmission Provider has commenced the Facilities Study will not alter New Service Customer's responsibility for the costs of the Facilities Study under this Agreement and the PJM Tariff.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

17. In analyzing and preparing the Facilities Study, Transmission Provider, the Transmission Owners, and any other subcontractors employed by Transmission Provider shall have to rely on information provided by New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNERS, NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY. New Service Customer acknowledges that it has not relied on any representations or warranties not

specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

18. In no event will Transmission Provider, the Transmission Owners or other subcontractors employed by Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Facilities Study Agreement or the Facilities Study, even if Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider have been advised of the possibility of such a loss. Nor shall Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider be liable for any delay in delivery, or for the non-performance or delay in performance, of Transmission Provider's obligations under this Agreement.

Without limitation of the foregoing, New Service Customer further agrees that the Transmission Owners and other subcontractors employed by Transmission Provider to prepare or assist in the preparation of any Facilities Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### **MISCELLANEOUS**

19. Any notice or request made to or by either party regarding this Facilities Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
21. This Agreement or any part thereof, may not be amended, modified, assigned or waived other than by a writing signed by all parties hereto.
22. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
23. Neither this Agreement nor the Facilities Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

24. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
25. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
26. This Facilities Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed Facilities Study and, as applicable, a proposed Interconnection Service Agreement or Upgrade Construction Service Agreement to New Service Customer pursuant to Section 212 or Section 213, respectively, of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the Facilities Study hereunder relates.
27. **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
28. **Multiple Counterparts**  
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
29. **No Partnership**  
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
30. **Severability**  
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
31. **Governing Law, Regulatory Authority, and Rules**  
For Interconnection Requests, the validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and

Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

32. **Reservation of Rights**

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, Transmission Provider and the New Service Customer have caused this Facilities Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date  
  
\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date  
  
\_\_\_\_\_  
Printed Name



**Schedule A**  
**Details of Design and Cost Estimates/Quality**  
**For the Facilities Study**

[insert details regarding degree of accuracy of cost estimates and associated scope of design as mutually agreed by Transmission Provider and New Service Customer]

**ATTACHMENT S**

**Form of  
Transmission Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Transmission Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) pursuant to Part IV of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
  
2. Pursuant to Section 36.1.03 of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request and has paid the applicable deposit to the Transmission Provider, for a proposed interconnection of Merchant Transmission Facilities.
  
3. Interconnection Customer requests interconnection to the Transmission System of Merchant Transmission Facilities with the following specifications.
  - a. Location of proposed facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - b. Substation(s) where Interconnection Customer proposes to interconnect or add its facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - c. Proposed voltage and nominal capability of new facilities or increase in capability of existing facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - d. Description of proposed facilities and equipment:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - e. Planned date the proposed facilities or increase in capability will be in service:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - f. (1) Are these proposed Merchant Transmission Facilities?

\_\_ Yes \_\_ No

(2) If Yes, will the proposed facilities be Merchant A.C. or Merchant D.C. Transmission Facilities or Controllable A.C. Merchant Transmission Facilities?

A.C. \_\_\_\_\_ or D.C. \_\_\_\_\_ or Controllable A.C. \_\_\_\_\_

- g. If the proposed facilities will be Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities, does Interconnection Customer elect to receive:

EITHER

\_\_\_\_\_ (1) Firm or Non-Firm Transmission Injection Rights (TIR) and/or Firm or Non-Firm Transmission Withdrawal Rights (TWR).

OR

\_\_\_\_\_ (2) Incremental Deliverability Rights, Incremental Auction Revenue Rights and Incremental Available Transfer Capability Revenue Rights.

If Interconnection Customer elects (1) above, it must provide the following:

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Non-firm (energy) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) withdrawal for TWR.

\_\_\_\_\_ Total project MW's to be evaluated a Non-firm (energy) withdrawal for TWR.

If Interconnection Customer elects (2) above, it must state the location on the Transmission System where it proposes to receive Incremental Deliverability Rights associated with Its proposed facilities:

\_\_\_\_\_  
\_\_\_\_\_

- h. If the proposed facilities will be Controllable A.C. Merchant Transmission Facilities, and provided that Interconnection Customer contractually binds itself in the Interconnection Service Agreement ("ISA") related to its project always to operate its Controllable A.C. Merchant Transmission Facilities in a manner effectively the same as operation of D.C. transmission facilities, the ISA will

provide Interconnection Customer with the same types of transmission rights that are available under the Tariff for Merchant D.C. Transmission Facilities. For purposes of this Feasibility Study Agreement, Interconnection Customer represents that, should it execute an ISA for its project described herein, it will agree in the ISA to operate its facilities continuously in a controllable mode.

- i. If the proposed facilities will be Merchant A.C. Transmission Facilities without continuous controllability as described in paragraph h. above, please specify the location on the Transmission System where Interconnection Customer proposes to receive any Incremental Deliverability Rights associated with its proposed facilities:
  
- j. Other information:

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**PURPOSE OF THE FEASIBILITY STUDY**

- 4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Transmission Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and/or Network Upgrades that will be necessary to accommodate the Interconnection Customer’s Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer’s cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Transmission Interconnection Feasibility Study within the time period set forth in Tariff Section 36.2, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
  
- 5. The Transmission Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer’s Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Transmission Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM’s Regional Transmission Expansion Plan at the time of the study. The Transmission Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

## **CONFIDENTIALITY**

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Transmission Interconnection Feasibility Study. Subject to paragraph 7 of this Transmission Interconnection Feasibility Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Transmission interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with Part IV and Part VI of the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Transmission Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## **COST RESPONSIBILITY**

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Transmission Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer pursuant to Section 36.1.03 of the PJM Tariff shall be applied toward the Interconnection Customer's Transmission Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.03, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 36.1.03 of the PJM Tariff, 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. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Section 36.1.03), then the Interconnection Customer must either: (1) withdraw the Transmission Interconnection Request during the deficiency response period; or (2) pay all estimated additional study costs prior to the expiration of the deficiency response period. If the Interconnection Customer fails to complete either (1) or (2), then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn. 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

10. In analyzing and preparing the Transmission Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Transmission Interconnection Feasibility Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Transmission Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider

to prepare or assist in the preparation of any Transmission Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled “Disclaimer of Warranty/Limitation of Liability.”

**MISCELLANEOUS**

- 12. Any notice or request made to or by either party regarding this Transmission Interconnection Feasibility Study Agreement shall be made to the representative of the other party as indicated below.

Transmission Provider  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

Interconnection Customer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Transmission Interconnection Feasibility Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 14. This Transmission Interconnection Feasibility Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 15. This Transmission Interconnection Feasibility Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 16. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
- 17. The provisions of the PJM Tariff are incorporated herein and made a part hereof.
- 18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Transmission Interconnection Feasibility Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Transmission Interconnection Feasibility Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. **No Third-Party Beneficiaries**  
This Transmission Interconnection Feasibility Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
20. **Multiple Counterparts**  
This Transmission Interconnection Feasibility Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
21. **No Partnership**  
This Transmission Interconnection Feasibility Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
22. **Severability**  
If any provision or portion of this Transmission Interconnection Feasibility Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Transmission Interconnection Feasibility Study Agreement shall remain in full force and effect.
23. **Reservation of Rights**  
The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Transmission Interconnection Feasibility Study Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.



IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Transmission Interconnection Feasibility Study Agreement to be executed by their respective authorized officials.

Transmission Provider

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer

By: \_\_\_\_\_  
Name Title Date

**Attachment Y**

**Form of Screens Process Interconnection Request  
(For Generation Facilities of 2 MW or less synchronous 5 MW or less inverter-based)**

**1.0 Instructions**

Interconnection Customer must submit the Screens Process Interconnection Request to Transmission Provider by hand delivery, mail, e-mail, or fax.

**2.0 Processing Fee or Deposit:**

Interconnection Customer is required to provide the Transmission Provider the applicable deposit. A portion of the deposit is non-refundable pursuant to Section 112A.

The base and initial per MW deposit received will be credited toward the amount of the Generation Interconnection Customer's cost responsibility pursuant to Section 112A.

**3.0 Interconnection Customer Information**

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

#### 4.0 Energy Resource Information

Will the Energy Resource be used for any of the following?

Net Metering? Yes \_\_\_ No \_\_\_

To Supply Power to the Interconnection Customer? Yes \_\_\_ No \_\_\_

To Supply Power to Others? Yes \_\_\_ No \_\_\_

For installations at locations with existing electric service to which the proposed Energy Resource will interconnect, provide:

\_\_\_\_\_  
(Local Electric Service Provider)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Requested Point of Interconnection: \_\_\_\_\_

Interconnection Customer's Requested In-Service Date: \_\_\_\_\_

Energy Source: \_\_\_ Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_ Other (state type) \_\_\_\_\_

Prime Mover: \_\_\_ Fuel Cell \_\_\_ Recip Engine \_\_\_ Gas Turb \_\_\_ Steam Turb  
\_\_\_ Microturbine \_\_\_ PV \_\_\_ Other

Type of Generator: \_\_\_ Synchronous \_\_\_ Induction \_\_\_ Inverter

Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) Generator Nameplate kVAR: \_\_\_\_\_

Interconnection Customer or Customer-Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Physical Export Capability Requested: \_\_\_\_\_ kW

List components of the Small Energy Resource equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? \_\_\_Yes \_\_\_No

Generator (or solar collector)

Manufacturer, Model Name & Number: \_\_\_\_\_

Version Number: \_\_\_\_\_

Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Individual Generator Power Factor

Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: \_\_\_\_\_ Elevation: \_\_\_\_\_ \_\_\_Single phase \_\_\_Three phase

Inverter Manufacturer, Model Name & Number (if used): \_\_\_\_\_

List of adjustable set points for the protective equipment or software: \_\_\_\_\_

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

### **5.0 Energy Resource Characteristic Data (for inverter-based machines)**

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_ or RMS? \_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

## 6.0 Energy Resource Characteristic Data (for rotating machines)

RPM Frequency: \_\_\_\_\_

(\*) Neutral Grounding Resistor (If Applicable): \_\_\_\_\_

### Synchronous Generators:

Direct Axis Synchronous Reactance,  $X_d$ : \_\_\_\_\_ P.U.

Direct Axis Transient Reactance,  $X'_d$ : \_\_\_\_\_ P.U.

Direct Axis Subtransient Reactance,  $X''_d$ : \_\_\_\_\_ P.U.

Negative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.

Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ P.U.

KVA Base: \_\_\_\_\_

Field Volts: \_\_\_\_\_

Field Amperes: \_\_\_\_\_

### Induction Generators:

Motoring Power (kW): \_\_\_\_\_

I<sup>2</sup>t or K (Heating Time Constant): \_\_\_\_\_

Rotor Resistance,  $R_r$ : \_\_\_\_\_

Stator Resistance,  $R_s$ : \_\_\_\_\_

Stator Reactance,  $X_s$ : \_\_\_\_\_

Rotor Reactance,  $X_r$ : \_\_\_\_\_

Magnetizing Reactance,  $X_m$ : \_\_\_\_\_

Short Circuit Reactance,  $X_d''$ : \_\_\_\_\_

Exciting Current: \_\_\_\_\_

Temperature Rise: \_\_\_\_\_

Frame Size: \_\_\_\_\_

Design Letter: \_\_\_\_\_

Reactive Power Required In Vars (No Load): \_\_\_\_\_

Reactive Power Required In Vars (Full Load): \_\_\_\_\_

Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

### Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the appropriate regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

## 7.0 Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling?  Yes  No

Will the transformer be provided by the Interconnection Customer?  Yes  No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer:  single phase  three phase? Size: \_\_\_\_\_ kVA

Transformer Impedance: \_\_\_\_\_ % on \_\_\_\_\_ kVA Base

If Three Phase:

Transformer Primary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Secondary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Tertiary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_

Interconnecting Circuit Breaker (if applicable):

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Load Rating (Amps): \_\_\_\_\_ Interrupting Rating (Amps): \_\_\_\_\_ Trip Speed (Cycles): \_\_\_\_\_

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	<b>Setpoint Function</b>	
	<b>Minimum</b>	<b>Maximum</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Potential Transformer Data (If Applicable):

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

**8.0 Diagrams and Site Control Documentation**

Enclose copy of site electrical one-line diagram showing the configuration of all Energy Resource equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Energy Resource is larger than 50 kW. Is one-line diagram enclosed? \_\_\_Yes \_\_\_No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Energy Resource (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) \_\_\_\_\_

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? \_\_\_Yes \_\_\_No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).  
Are schematic drawings enclosed? \_\_\_Yes \_\_\_No

Provide demonstration of site control through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.

Interconnection Customer hereby certifies that, to the best of my knowledge, all the information provided in this Screens Process Interconnection Request is true and correct.

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date



**ATTACHMENT BB**

**Form of Interconnection Service Agreement for  
Certified Inverter-Based Generating Facility**

This Certified Inverter-Based Generating Facility Interconnection Service Agreement (“Agreement”) is entered into between PJM Interconnection, L.L.C. (“Transmission Provider”), \_\_\_\_\_ (“Interconnected Transmission Owner”), and \_\_\_\_\_ (“Interconnection Customer”).

**1.0 Processing Fee**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall pay a non-refundable processing fee of \$500.

**2.0 Interconnection Customer**

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contact Information (if different from Interconnection Customer)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**3.0 Small Inverter Facility Information**

Location: \_\_\_\_\_

Electric Service Company: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic \_\_\_\_ Reciprocating Engine \_\_\_\_ Fuel Cell \_\_\_\_  
Turbine \_\_\_\_ Other \_\_\_\_\_

Energy Source: Solar \_\_\_\_ Wind \_\_\_\_ Hydro \_\_\_\_ Diesel \_\_\_\_ Natural Gas \_\_\_\_  
Fuel Oil \_\_\_\_ Other (describe) \_\_\_\_\_

Is the equipment UL1741 Listed? Yes \_\_\_\_ No \_\_\_\_  
If Yes, attach manufacturer’s cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

Owner of the Small Inverter Facility \_\_\_\_\_(include % ownership by any electric utility):

**4.0 Certification of Small Inverter Facility**

The Interconnection Customer represents and warrants that the Small Inverter Facility which is the subject of this Agreement is no larger than 10 kW and it meets the codes, standards, and certification requirements of Attachments Z and AA of the PJM Open Access Transmission Tariff (“Tariff”) , or in lieu of such representation and warranty, the Transmission Provider has reviewed the design or tested the proposed Small Inverter Facility and is satisfied that it is safe to operate.

The following is a list of components of the Small Inverter Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**5.0 Authority and Incorporation of Tariff.**

This Agreement is entered into pursuant to Part IV of the Tariff. Interconnection Customer has requested an Certified Inverter-Based Generating Facility Interconnection Service Agreement under the Tariff and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Agreement. The standard terms and conditions for interconnection of Small Inverter Facilities as set forth in section 112B the Tariff as of the date of this Agreement are attached as Appendix A to this Agreement and are hereby specifically incorporated as provisions of this Agreement. Transmission Provider, Interconnected Transmission Owner and Interconnection Customer agree to and assume all of the rights and obligations of the Transmission Provider, Interconnected Transmission Owner and Interconnection Customer, respectively, as set forth in the appended provisions of section 112B.

## **6.0 Effective Date.**

This Agreement shall become effective on the date it is executed by the Transmission Provider and shall terminate on such date as mutually agreed upon by the parties,

## **7.0 Assumption of Tariff Obligations.**

Interconnection Customer agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.

## **8.0 Waiver.**

No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

## **9.0 Amendment.**

This Agreement or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.

## **10. Critical Infrastructure.**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owner, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

## **11. PJM Queue Number**

The PJM queue number associated with this Agreement is \_\_\_\_\_.

## **12. Site Control**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall submit documentation of site control.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date

Interconnected Transmission Owner:

By: \_\_\_\_\_  
Name Title Date

# **ATTACHMENT C**

Comparisons of Revisions Proposed to  
Sections 110.1, 111.1, 112.1, 112A.1 and  
36.1.03  
to Revisions Proposed to Section 36.1.01

# **ATTACHMENT C**

## **PART I**

## **Explanation of Comparisons**

This Part I of Attachment C is in redline form and reflects the individual differences in the proposed revisions of each Section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 against the proposed revisions to Section 36.1.01. Where there are differences in the proposed revisions of each Section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 in comparison to the revisions proposed to Section 36.1.01, those differences are highlighted in yellow.

As reflected below, the only substantive differences between the proposed redline revisions in Section 110.1 and the proposed redline revisions in Section 36.1.01 are: (i) the site control durational requirement is two years, instead of three (*See* Sections 110.1.1.a.ii. and 110.1.2.a.); (ii) the required deposit amounts are reduced since Section 110.1 addresses interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource (*See* Section 110.1.1.a.ix); (iii) New Service Requests are included in the consideration of the application of refundable deposit monies toward outstanding monies owed (*See* Section 110.1.1.a.ix(4)(b)); and (iv) Section 110.1 is necessarily referenced in Section 110.1.4, since it is those requirements (and not the requirements of Section 36.1.01) that must be met. While worded differently, the requirement in the second sentence of Section 110.1.2.a. is the same as the requirement found in the second sentence of Section 36.1.01.2.a., i.e., a Queue Position will not be assigned to a project until the Transmission Provider receives acceptable site control evidence. All other yellow highlighted areas in Section 110.1 reflect non-substantive changes such as differences in paragraph numbering, capitalization, punctuation and equally effective but different word choices (e.g., “shall” instead of “will,” etc.).

Likewise, as reflected below, the only substantive differences between the proposed redline revisions in Section 111.1 and the proposed redline revisions in Section 36.1.01 are: (i) the site control durational requirement is two years, instead of three (*See* Sections 111.1.1.a.ii. and 111.1.2.a.); (ii) the required deposit amounts are reduced since Section 111.1 addresses interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource (*See* Section 111.1.1.a.ix(1)); (iii) New Service Requests are included in the consideration of the application of refundable deposit monies toward outstanding monies owed (*See* Section 111.1.1.a.ix(4)(b)); and (iv) Section 111.1 is necessarily referenced in Section 111.1.4, since it is those requirements (and not the requirements of Section 36.1.01) that must be met. While worded differently, the requirement in the second sentence of Section 111.1.2.a. is the same as the requirement found in the second sentence of Section 36.1.01.2.a., i.e., a Queue Position will not be assigned to a project until the Transmission Provider receives acceptable site control evidence. All other yellow highlighted areas in Section 111.1 reflect non-substantive changes such as differences in paragraph numbering, capitalization, punctuation and equally effective but different word choices (e.g., “shall” instead of “will,” etc.).

Similar to Sections 110.1 and 111.1, the only substantive differences between the proposed redline revisions in Section 112.1 and the proposed redline revisions in Section 36.1.01 are: (i) the site control durational requirement is two years, instead of three (*See* Sections 112.1.1.a.ii. and 112.1.2.a.); (ii) the required deposit amounts are reduced since Section 112.1 addresses interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) (*See* Section 112.1.1.a.ix(1)); (iii) New Service Requests are included in the consideration of the application of refundable deposit monies



toward outstanding monies owed (*See* Section 112.1.1.a.ix(4)(b)); (iv) Section 112.1 is necessarily referenced in Section 112.1.4, since it is those requirements (and not the requirements of Section 36.1.01) that must be met; and (v) Section 112.1.6 reflects that temporary Energy Resources are not identified on the PJM website. While worded differently, the requirement in the second sentence of Section 112.1.2.a. is the same as the requirement found in the second sentence of Section 36.1.01.2.a., i.e., a Queue Position will not be assigned to a project until the Transmission Provider receives acceptable site control evidence. All other yellow highlighted areas in Section 112.1 reflect non-substantive changes such as differences in paragraph numbering, capitalization, punctuation and equally effective but different word choices.

While still similar in the areas of deposit and deficiency review requirements, there are more yellow highlighted differences between the proposed redline revisions in Section 112A.1 and the proposed redline revisions in Section 36.1.01 because Section 112A.1 addresses the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based), and these projects are therefore eligible for a fast track screens process. Accordingly, the substantive differences between the proposed redline revisions in Section 112A.1 and the proposed redline revisions in Section 36.1.01 are: (i) referencing Attachment “Y” instead of Attachment “N” and a less detailed list of Interconnection Request requirements since the Section 112A.1 projects are subject to the fast track screens process (*See* Sections 112A.1.1.a); (ii) the required deposit amounts are reduced since Section 112A.1 addresses interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) (*See* Section 112A.1.1.a.vi(1)); (iii) Alternate Queue Processes and Queue Positions are included in consideration of the application

of non-refundable monies toward outstanding monies owed (*See* Section 112A.1.1.a.vi.(2)(a) and (c); (iv) Screens evaluation, supplemental screens evaluations, Alternate Queue Process and the cost of Alternate Queue Process studies, and Queue Positions are included in the consideration of the application of refundable deposit monies toward outstanding monies owed (*See* Sections 112A.1.1.a.vi(3)(a), (b) and (d)); (v) New Service Requests, Alternate Queue Process and/or Queue Positions are included in the consideration of the application of refundable deposit monies toward outstanding monies owed after screens evaluations and/or Alternate Queue Process studies are completed (*See* Section 112A.1.1.a.vi(4)); (vi) Prior Queue Positions and Alternate Queue Process are included in the consideration of the application of refundable deposit monies toward outstanding monies owed after the screens evaluations and/or Alternate Queue Process studies are completed (*See* Section 112A.1.1.a.vi(5)); (vii) Screens evaluation was added to Section 112A.1.1.a.vi.(6) to make clear that neither a screens evaluation nor a deficiency review shall be conducted if the Interconnection Customer fails to remit the total required deposit amount with the Interconnection Request; (viii) Section 112A.1.1.a.vi(7) clarifies that the prohibition on transferring deposit monies extends to other Alternate Queue Positions; and (ix) Section 112A is necessarily referenced in Section 112A.1.4, since it is those requirements (and not the requirements of Section 36.1.01) that must be met. Section 112A.1.3 contains a typographical error (referencing New Services assigned, instead of New Services Queue) that was inadvertently approved by the PJM Stakeholders, and will be cleaned-up in a subsequent PJM filing. All other yellow highlighted areas in Section 112A.1 reflect non-substantive changes such as differences in paragraph numbering, capitalization, punctuation and equally effective but different word choices (e.g., Interconnection Customer/Request instead of Generation Interconnection Customer/Request, “shall” instead of “will,” etc.).

Finally, while Section 36.1.03 is inherently different because it addresses Transmission Interconnection Requests instead of Generation Interconnection Requests, many, but not all, of the provisions of Section 36.1.01 were incorporated into Section 36.1.03. Accordingly, the yellow highlighted substantive differences between the proposed redline revisions in Section 36.1.03 and the proposed redline revisions in Section 36.1.01 are: (i) substitution of the word “Transmission” in lieu of “Generation” (for Transmission Interconnection Request, Transmission Interconnection Customer and Transmission Interconnection Feasibility Study) and referencing Attachment “S” instead of “N” throughout all Subsections of Sections 36.1.03.1. and 36.1.03.2., given that Section 36.1.03 addresses Transmission Interconnection Requests; (ii) Transmission Interconnection Requests are included in consideration of the application of non-refundable monies toward outstanding monies owed (*See* Section 36.1.03.1.h.ii(3)); (iii) Reference to Section 36.2A of the Tariff was not included in Subsection 36.1.03.1.h.iii(4)(a), as it was captured in Section 36.1.03.1.h.iii(4); (iv) Transmission Interconnection Requests are included in the consideration of the application of refundable deposit monies toward outstanding monies owed (*See* Sections 36.1.03.1.h.iii(4)(c) and 36.1.03.1.h.v.); (v) New Service Requests and/or Transmission Interconnection Requests are included in the consideration of the application of refundable deposit monies toward outstanding monies owed after the Transmission Interconnection Feasibility Study is completed (*See* Section 36.1.03.1.h.iv (2)); (vi) Site control language is removed from Sections 36.1.03.2.a. and 36.1.03.2.c.ii.(1) because site control evidence is not required for Transmission Interconnection Requests; (vii) Section 36.1.03 is necessarily referenced in Section 36.1.03.4, since it is those requirements (and not the requirements of Section 36.1.01) that must be met; and (viii) Section 36.1.03.6 was added to address interconnection requests involving adjacent Control Area(s). All other yellow

highlighted areas in Section 36.1.03 reflect non-substantive changes such as differences in punctuation and equally effective but different word choices (e.g., “Deficiencies” instead of “Deficiency Notices” being cleared (*See* Section 36.1.03.5)).

### 36.1.01 Generation Interconnection Request:

Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

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1. A-Generation Interconnection Request Requirements shall include: To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:

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

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(i)b.) evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and

(i)c.) the MW size of the proposed generating unit or the amount of increase in capacity-MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and

d. identification of the fuel type of the proposed generating unit or upgrade thereto; and

(i)e.) a description of the equipment configuration, and if the generating unit is a wind generation facility, 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 depicting the wind plant as a single equivalent generator; and

(i)f.) the planned date the proposed generating unit or increase in capacity-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 that a complete and fully

~~executed Generation Interconnection Feasibility Study Agreement the request~~ is received by the Transmission Provider unless the ~~Generation~~ Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in ~~capacity capability~~ will take more than seven years; and

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

~~h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and (vii) an executed Generation Interconnection Feasibility Study Agreement, a form of which is contained in Attachment N, pursuant to which the Generation Interconnection Customer agrees to reimburse the Transmission Provider for the cost of the Generation Interconnection Feasibility Study;~~

~~(viii.) Deposit.~~

~~i. A deposit shall be submitted to Transmission Provider, as follows:~~

~~(1) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, an initial deposit of \$10,000 plus \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or~~

~~(2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, an initial deposit of \$20,000 plus in the amount of \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or~~

~~(3) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 an initial deposit of \$30,000 plus in the amount of \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue; provided, however, that the maximum initial deposit for a Generation Interconnection Request will be \$100,000 regardless of both the size and timing of such request; and (ix) a base~~

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~~non-refundable deposit of \$10,000, if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; a base non-refundable deposit of \$20,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or a base non-refundable deposit of \$30,000, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.~~

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

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~~(1) 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 Generation Interconnection Request and/or associated Queue Position; and/or~~

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~~(2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or~~

~~(3) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.~~

~~iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:~~

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~~(1) The cost of the Queue Position acceptance review; and~~

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~~(2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and~~

- (3) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
- (4) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
  - (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

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- iv. Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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(1) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

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(2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

v. 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

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vi. The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).

vii. 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 Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.

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a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests

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shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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:

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

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(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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.

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

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ii. The Interconnection Customer shall be provided ten 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 Generation Interconnection Request.

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(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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed

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to be 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. In accordance with Section 201 of the Tariff, the Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 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 shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. Transmission Provider Website Postings. The base and initial deposit will be credited toward the amount of the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study. Upon completion of the Feasibility Study, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Any remaining non-refundable deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. If any non-refundable deposit monies remain after all studies are complete, such monies will be returned to a Generation Interconnection Customer upon Initial Operation, or to a Transmission Interconnection Customer upon energization of completed facilities as provided in Attachment GG, Appendix III, Section 20 of the Tariff.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - (A.i.) the proposed maximum summer and winter megawatt electrical output;
    - (B.ii.) the location of the generation by county and state;
    - (C.iii.) the station or transmission line or lines where the interconnection will be made;
    - (D.iv.) the facility's projected date of Initial Operation;
    - (E.v.) the status of the Generation Interconnection Request, including its Queue Position;
    - (F.vi.) the type of Generation Interconnection Service requested;

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~~(Gvii.)~~ the availability of any studies related to the Interconnection Request;

~~(Hviii.)~~ \_\_\_\_\_ the date of the Generation Interconnection Request;

~~(Iix.)~~ \_\_\_\_\_ the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and

~~(Jx.)~~ \_\_\_\_\_ for each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. \_\_\_\_\_ This list will not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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## 110.1 Application

~~The A Generation Interconnection Customer desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity, by 20 MW or less, of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment completed Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at and must be submitted to Transmission Provider.~~

~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a capacity addition of 20 MW or less, including a refundable deposit in the amount of \$10,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received in the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received in the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies as appropriate. Any remaining deposit monies will be credited toward the Interconnection Customer's cost responsibility for any other studies conducted for that Interconnection Request under Part VI of the Tariff, which will be applied prior to the deposit monies collected for that other study. The Generation Interconnection Customer is responsible for all actual costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies as appropriate.~~

~~Documentation of site control must be submitted, for small resource additions, with the completed Attachment N. Site control may be demonstrated through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.~~

~~All information required in the completed Attachment N related to the generating project site, Point of Interconnection, and generating unit size and configuration must be provided. Once it has been established that the requirements related to the submission of the Attachment N application have been met, the Generation Interconnection Request will be evaluated pursuant to this section 110.1.1.~~

### 1. Generation Interconnection Request Requirements.

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- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
- i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
  - vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
  - viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

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ix. Deposit.

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

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(a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

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(b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

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(a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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



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

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

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

(c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and

(d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

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(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

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(6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection

Request shall 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, Interconnection Request or Queue Position.

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

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

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b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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:

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

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iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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.

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4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 110.1. If the information required pursuant to Section 110.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:

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i. The proposed maximum summer and winter megawatt electrical output;

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ii. The location of the generation by county and state;

iii. The station or transmission line or lines where the interconnection will be made;

- iv. The facility's projected date of Initial Operation;
- v. The status of the Generation Interconnection Request, including its Queue Position;
- vi. The type of Generation Interconnection Service requested;
- vii. The availability of any studies related to the Interconnection Request;
- viii. The date of the Generation Interconnection Request;
- ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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110.1.1-7. Small Generation Project Evaluation.

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Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 ~~percent~~% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 ~~percent~~% of the element rating, (iv) project may not connect to the same Point of

Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1-~~percent~~% of line rating.

## 111.1 Application

The Interconnection Customer desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment. ~~Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at <http://pjm.com/planning/rtep-development/expansion-plan-process/form-attachment-n.aspx> and must be submitted to Transmission Provider.~~

### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

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

viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

ix. Deposit.

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

(a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

(b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

- (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:

  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or

withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

(b) Any outstanding monies owed by the Interconnection Customer in connection with

outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

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

- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 111.1. If the information required pursuant to Section 111.1

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is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:

- i. The proposed maximum summer and winter megawatt electrical output;
- ii. The location of the generation by county and state;
- iii. The station or transmission line or lines where the interconnection will be made;
- iv. The facility's projected date of Initial Operation;
- v. The status of the Generation Interconnection Request, including its Queue Position;
- vi. The type of Generation Interconnection Service requested;
- vii. The availability of any studies related to the Interconnection Request;
- viii. The date of the Generation Interconnection Request;
- ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a capability addition of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter based), including a refundable deposit of \$10,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received during the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies as appropriate. Upon completion of the Feasibility Study or Alternate Queue Process studies, the Transmission Provider will return any unused deposit monies to Interconnection Customer. The Generation Interconnection Customer is responsible for all actual costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies.~~

#### 111.1.1-7. Small Generation Project Evaluation.

Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 ~~percent%~~ as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 ~~percent%~~ of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 ~~percent%~~ of line rating.

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## 112.1 Application

The Generation Interconnection Customer desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgments completed Attachment N—Form of Generation Interconnection Feasibility Study Agreement. Attachment N of the PJM Tariff may be found on the PJM web site at and must be submitted to Transmission Provider.

### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the 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 two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - 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 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) 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 Generation Interconnection Request and/or associated Queue Position; and/or

(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

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

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

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

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

(c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and

(d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to

Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

(ii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(iv) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior **New Service Requests and/or** Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall 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, Interconnection Request or Queue Position.

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

  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112.1. If the information required pursuant to Section 112.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

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~~For temporary Energy Resources, all required analysis will be performed within the scope of the Feasibility Study referred to in the Attachment N application. These analyses will include all evaluations of transmission system impacts as well as any facilities design or review.~~

~~All requirements related to the submission, for a larger resource, of an Attachment N application must be satisfied for a temporary Energy Resource addition of 20 MW or less, including a refundable deposit in the amount of \$10,000 if the Generation Interconnection Request was received within the first four months of the New Services Queue; a refundable deposit in the amount of \$12,000 if the Generation Interconnection Request is received in the fifth month of the New Services Queue; or a refundable deposit in the amount of \$15,000 if the Generation Interconnection Request is received in the sixth month of the New Services Queue.~~

~~The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study or Alternate Queue Process studies, as appropriate. Upon completion of the Feasibility Study or Alternate Queue Process studies, the Transmission Provider will return any unused deposit monies to Interconnection Customer. The Interconnection Customer is responsible for all costs associated with the processing of the request and the performance of the Feasibility Study or Alternate Queue Process studies related to the request and will be billed for such costs following the completion of the Feasibility Study or Alternate Queue Process studies.~~

~~Documentation of site control must be submitted, for small resource additions, with the completed Attachment N. Site control may be demonstrated through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.~~

~~All information required in the completed Attachment N related to the generating project site, point of interconnection, and generating unit size and configuration must be provided.~~



~~Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests will not be identified in the New Services Queue on the PJM web site. A separate queue of such requests will, however, be maintained in order to facilitate processing.~~

5. ~~Deficiency notices shall 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. ~~Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.~~

112.1.1-7. Small Generation Project Evaluation.

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Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in ~~section-Section~~ 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in ~~section-Section~~ 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 ~~percent%~~ as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 ~~percent%~~ of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 ~~percent%~~ of line rating.

## 112A.1 Application

The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider an Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Interconnection Request to the Transmission Provider's acknowledgment completed Attachment Y—Form of Screens Process Interconnection Request and provide the Transmission Provider a refundable deposit in the amount of \$2,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$3,000 if the Generation Interconnection Request is received within the fifth month of the New Services Queue; or a refundable deposit in the amount of \$5,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue. The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study, screens evaluation, supplemental screens evaluation, or Alternate Queue Process studies, as appropriate. Upon completion of the Feasibility Study, screens evaluation, supplemental screens evaluation or Alternate Queue Process studies, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Within 15 business days after the Transmission Provider notifies the Interconnection Customer it has received a complete Screens Process Interconnection Request, the Transmission Provider in consultation with the Interconnected Transmission Owner(s) shall: (i) perform an initial review using the screens set forth below, (ii) notify the Interconnection Customer of the results of the initial review, and (iii) shall provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations under the screens. The Interconnection Parties may mutually agree to a reasonable extension of time, for completion of the initial review, agreement not to be unreasonably withheld.

### 1. Interconnection Request Requirements.

a. To be assigned a PJM Queue Position pursuant to Section 201, an Interconnection Customer must submit a complete and fully executed Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment Y. To be considered complete at the time of submission, the Interconnection Customer's Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:

i. Interconnection Customer Information; and

ii. Energy Resource Information; and

iii. Energy Resource Characteristic Data; and

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iv. Interconnection Facilities Information; and

v. Diagrams and Site Control; and

vi. Deposit.

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

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(a) A deposit of \$2,000 if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or

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(b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$5,000 if the Interconnection Request is received in the sixth calendar month of the current New Services Queue.

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

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(a) 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 Interconnection Request and/or associated Queue Position or Alternate Queue Process; and/or

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(b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or

(c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service

Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

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

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(a) The cost of the screens evaluation and/or supplemental screens evaluations; and

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(b) The cost of Alternate Queue Process studies; and

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

(d) If the Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Interconnection Request; and/or

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(ii) 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 Interconnection Request and/or associated Queue Position; and/or

(iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

(iv) 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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.

(4) Upon completion of the screens evaluations and/or Alternate Queue Process studies, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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

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(b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

(5) If any refundable deposit monies remain after the screens evaluations and/or Alternate Queue Process studies are complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.

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(6) The Interconnection Customer must submit the total required deposit amount with the Interconnection Request.

If the Interconnection Customer fails to submit the total required deposit amount with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request shall be terminated prior to reaching the screens evaluations and/or 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 or Alternate Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position or Alternate Queue Position.

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

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a. If an Interconnection Request meets all of the requirements set forth above, the Transmission Provider shall start the deficiency review.

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b. If there are deficiencies in the 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 business days of receipt of the Interconnection Request that such 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.

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ii. The Interconnection Customer shall be provided ten 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 and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Interconnection Request.

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(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 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Interconnection Requests shall be deemed to be terminated and withdrawn.

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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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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 assigned.

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4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112A. If the information required pursuant to Section 112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall 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. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Interconnection Requests that identifies:

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i. The proposed maximum summer and winter megawatt electrical output;

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ii. The location of the generation by county and state;

iii. The station or transmission line or lines where the interconnection will be made;

- iv. The facility's projected date of Initial Operation;
- v. The status of the Interconnection Request, including its Queue Position;
- vi. The type of Interconnection Service requested;
- vii. The availability of any studies related to the Interconnection Request;
- viii. The date of the Interconnection Request;
- ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
- x. For each Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list shall not disclose the identity of the Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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**36.1.03 Transmission Interconnection Request:**

An Interconnection Customer that seeks to interconnect or add Merchant Transmission Facilities to the Transmission System, or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System shall submit to the Transmission Provider a Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Transmission 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 Interconnection Request to the Transmission Provider's acknowledgment.

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

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~~(i.)~~ the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and

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

~~(iii.)~~ the nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and

~~(iv.)~~ the planned date the proposed Merchant Transmission Facilities will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities 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; and

~~(a) i.~~ Transmission Injection Rights and/or Transmission Withdrawal Rights, or

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~~(b)ii.~~ ii. 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;

~~(vif.)~~ 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

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

~~(viiih.)~~ Deposit.

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i. A deposit shall be submitted to the Transmission Provider as follows:

(1) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 ~~plus~~ ~~an~~ ~~executed Transmission Interconnection Feasibility Study Agreement, a form of which is contained in Attachment S, pursuant to which the Transmission Interconnection Customer agrees to reimburse the Transmission Provider for the cost of the Transmission Interconnection Feasibility Study; and (ix) an initial deposit in the amount of~~ \$100 for each MW requested if the Transmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or

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(2) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 ~~plus~~ ~~an~~ ~~initial deposit in the amount of~~ \$150 for each MW requested if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or

(3) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue

~~shall not exceed \$130,000, a deposit of \$30,000 plus or an initial deposit in the amount of \$200 for each MW requested, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue; provided, however, that the maximum initial deposit for a Transmission Interconnection Request will be \$100,000 regardless of both size and timing of such request; and (x) a base non-refundable deposit in the amount of \$10,000, if the Transmission Interconnection Request is received within the first four calendar months of the date of the beginning of the current New Services Queue; a base non-refundable deposit in the amount of \$20,000 if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or a base non-refundable deposit in the amount of \$30,000, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue.~~

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

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- (1) 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 Transmission Interconnection Request and/or associated Queue Position; and/or
- (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or
- (3) 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.

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iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:

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(1) The cost of the Queue Position acceptance review; and

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(2) The cost of the deficiency review of the Interconnection Customer's Transmission Interconnection Request (to determine whether the Transmission Interconnection Request is valid); and

(3) The dollar amount of the Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study; and

(4) If the Transmission Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Transmission Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(a) The costs of any restudies required as a result of the modification, rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or

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(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 Transmission Interconnection Request and/or associated Queue Position; and/or

(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.

(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 shall be returned to the Interconnection Customer in accordance with the PJM Manuals.

iv. Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

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(1) The Interconnection Customer's cost responsibility for any other studies conducted for the Transmission Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

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(2) 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.

v. 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 shall be returned to the Interconnection Customer.

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vi. The Interconnection Customer must submit the total required deposit amount with the Transmission Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Transmission Interconnection Request, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Transmission Interconnection Request shall be terminated prior to reaching the deficiency review stage).

vii. 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.

The base and initial deposit will be credited toward the amount of the Transmission Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study and other studies conducted under Part IV or Part VI of the Tariff.

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

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a. **If a Transmission** Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review.

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b. Pursuant to Section 9, Cost Responsibility, of the **Transmission** Interconnection Feasibility Study Agreement (Tariff, Attachment S), 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:

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

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(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** Interconnection Request shall be deemed to be terminated and withdrawn.

ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification

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of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

c. If there are deficiencies in the Transmission 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 business days of receipt of the Transmission Interconnection Request that such Transmission Interconnection Request is deficient. This notification is referred to as a deficiency notice.

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

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ii. The Interconnection Customer shall be provided ten 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 monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Transmission Interconnection Request.

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

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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 Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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.

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4. The Transmission Provider shall assign Queue Positions pursuant to Section 201 on the date and time of receipt of all the required information set forth in this Section 36.1.03.

5. Deficiencies shall 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 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 the relevant PJM 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 the relevant PJM Transmission Interconnection Request, the relevant PJM Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

7. Transmission Provider Website Postings.

a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Transmission Interconnection Requests that identifies:

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~~(A.i.)~~ in megawatts the potential nominal capability or increase in capability;

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~~(B.ii.)~~ the location of the Merchant Transmission Facilities by county and state;



- ~~(Ciii.)~~ the station or transmission line or lines where the interconnection will be made;
- ~~(Div.)~~ the facility's projected date of Initial Operation;
- ~~(Ev.)~~ the status of the Transmission Interconnection Request, including its Queue Position;
- ~~(Fvi.)~~ the availability of any studies related to the Interconnection Request;
- ~~(Gvii.)~~ the date of the Transmission Interconnection Request;
- ~~(Hviii.)~~ \_\_\_\_\_ the type of Merchant Transmission Facilities to be constructed; and
- ~~(Iix.)~~ for each Transmission Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. \_\_\_\_\_ This list will not disclose the identity of the Transmission Interconnection Customer, except as otherwise provided in Part IV or Part VI of the Tariff. The list and the priority of Transmission Interconnection Requests shall be included on the Transmission Provider's website as a part of the New Services Queue.

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~~Within 30 days of submitting its Interconnection Request, Transmission Interconnection Customer shall provide evidence that it has submitted a valid interconnection request with the adjacent Control Area(s) in which it is interconnecting, if applicable. Transmission Interconnection Customer shall maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM interconnection process.~~

# **ATTACHMENT C**

## **PART II**

**As simply another way to show the revisions discussed in Part I of this Attachment C, the comparisons in this Part II of Attachment C were made after “accepting” all of the proposed redlined revisions to each section (i.e., each section is presented for comparison in “clean” form instead of redline form), and then comparing each Section 110.1, 111.1, 112.1, 112A.1 and 36.1.03 against Section 36.1.01.**

### ~~36.1.01~~ ~~Generation Interconnection Request:~~ 110.1 Application

~~Except as otherwise provided in this Subpart A with respect to Behind The Meter~~ A Generation, ~~an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall~~ desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

#### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - ai. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
  - bii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - ciii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - dii. identification of the fuel type of the proposed generating unit or upgrade thereto; and
  - ey. 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

~~f~~vi. the planned date the proposed 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

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

~~h~~viii. ~~if~~the Behind ~~The~~the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

~~i~~ix. Deposit.

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

~~(1) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested~~a)

A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

~~(2) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested~~b)

deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

~~(3) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested~~c)

A deposit of \$15,000 if the Generation

Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- ii.(2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (1a) 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (2b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (3c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- ii.(3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (1a) The cost of the Queue Position acceptance review; and
  - (2b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (3c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and

(4d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(ai) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or

(bii) 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 Generation Interconnection Request and/or associated Queue Position; and/or

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

(div) 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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

~~iv-~~(4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

- (1a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- v.(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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation ~~Interconnection Customer~~. vi. ~~The~~ Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- vii.(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 Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, if a Generation Interconnection Request meets all requirements set forth

above the Transmission Provider shall start the deficiency review. ~~While deficiency reviews may commence for Generation Interconnection Requests Customers that are submitted without fail to provide site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests~~ while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation



Interconnection Request shall be deemed to be terminated and withdrawn.

- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, ~~the~~ Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section ~~36.1.01.110.1~~. If the information required pursuant to Section ~~36.1.01.110.1~~ is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. ~~the~~ The proposed maximum summer and winter megawatt electrical output;
    - ii. ~~the~~ The location of the generation by county and state;
    - iii. ~~the~~ The station or transmission line or lines where the interconnection will be made;
    - iv. ~~the~~ The facility's projected date of Initial Operation;
    - v. ~~the~~ The status of the Generation Interconnection Request, including its Queue Position;
    - vi. ~~the~~ The type of Generation Interconnection Service requested;
    - vii. ~~the~~ The availability of any studies related to the Interconnection Request;
    - viii. ~~the~~ The date of the Generation Interconnection Request;
    - ix. ~~the~~ The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and

x. ~~for~~ For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.

b. This list ~~will~~shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

### ~~36.1.01~~ ~~Generation Interconnection Request:~~ 111.1 Application

~~Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an~~The Interconnection Customer ~~that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall~~desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

#### 1. Generation Interconnection Request Requirements.

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

- ai. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
- bii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
- eiii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
- dii. identification of the fuel type of the proposed generating unit or upgrade thereto; and
- ev. 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

~~f~~vi. the planned date the proposed 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

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

~~h~~viii. ~~if~~the Behind ~~The~~the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

~~i~~ix. Deposit.

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

~~(1) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested~~a)

A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

~~(2) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested~~b)

deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

~~(3) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in~~

~~the sixth calendar month of the current New Services Queue~~ A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.~~ii-~~

- (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
- ~~(1a)~~ 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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (2b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - ~~(3c)~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- ~~iii.~~(3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
- ~~(1a)~~ The cost of the Queue Position acceptance review; and
  - (2b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and

- (3c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
- (4d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
  - (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (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 shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

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

~~(1)~~a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

~~(2)~~ ~~Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior~~b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.~~v.~~

(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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

~~vi.~~(6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).

~~vii.~~(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 Generation Interconnection Request, Transmission Provider shall



provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.

- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. ~~While deficiency reviews may commence for Generation Interconnection Requests Customers that are submitted without fail to provide site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests~~while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, ~~the~~ Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section ~~36.1.01.111.1~~. If the information required pursuant to Section ~~36.1.01.111.1~~ is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. ~~the~~ The proposed maximum summer and winter megawatt electrical output;
    - ii. ~~the~~ The location of the generation by county and state;
    - iii. ~~the~~ The station or transmission line or lines where the interconnection will be made;
    - iv. ~~the~~ The facility's projected date of Initial Operation;
    - v. ~~the~~ The status of the Generation Interconnection Request, including its Queue Position;
    - vi. ~~the~~ The type of Generation Interconnection Service requested;
    - vii. ~~the~~ The availability of any studies related to the Interconnection Request;

- viii. ~~the~~ The date of the Generation Interconnection Request;
  - ix. ~~the~~ The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
  - x. ~~for~~ For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list ~~will~~shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 111.2. Criteria for inclusion in the Alternate Queue Process is as follows: (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

### ~~36.1.01~~ ~~Generation Interconnection Request:~~ 112.1 Application

~~Except as otherwise provided in this Subpart A with respect to Behind The Meter~~The Generation, an Interconnection Customer ~~that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall~~desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the 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 Generation Interconnection Request to the Transmission Provider's acknowledgment.

#### 1. Generation Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
- ai. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
  - bii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - ciii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - dii. identification of the fuel type of the proposed generating unit or upgrade thereto; and
  - ey. 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

~~f~~vi. the planned date the proposed 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

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

~~h~~viii. ~~if~~the Behind ~~The~~the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and

~~i~~ix. Deposit.

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

~~(1) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested~~a)

A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or

(b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or

(c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

~~(2) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or~~

~~(3) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.~~ ~~ii.~~ 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:

- ~~(1)~~ (1a) 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 Generation Interconnection Request and/or associated Queue Position; and/or
- ~~(2)~~ (2b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- ~~(3)~~ (3c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.

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

- ~~(1)~~ (1a) The cost of the Queue Position acceptance review; and
- ~~(2)~~ (2b) The cost of the deficiency review of the Interconnection Customer's Generation

Interconnection Request (to determine whether the Generation Interconnection Request is valid); and

- (3c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
- (4d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
  - (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (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 Generation Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (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 shall be



returned to the Generation Interconnection Customer in accordance with the PJM Manuals.

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

~~(1)~~a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or

~~(2)~~ ~~Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior~~b) [Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection 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 Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

~~vi.~~(6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).

~~vii.~~(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 Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of ~~three~~two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. ~~While deficiency reviews may commence for Generation Interconnection Requests~~Customers that are submitted without fail to provide site control evidence ~~that is acceptable to the Transmission Provider, such Generation Interconnection Requests~~while their requests are available for deficiency review shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation 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 business days of receipt of the Generation Interconnection Request that such Generation 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 shall be provided ten 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 Generation 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 Generation 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 business days to review each Interconnection

Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. In accordance with Section 201 of the Tariff, ~~the~~ Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section ~~36.1.01.112.1~~. If the information required pursuant to Section ~~36.1.01.112.1~~ is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. ~~Transmission Provider Website Postings~~. Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.
  - a. ~~The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:~~
    - i. ~~the proposed maximum summer and winter megawatt electrical output;~~
    - ii. ~~the location of the generation by county and state;~~
    - iii. ~~the station or transmission line or lines where the interconnection will be made;~~

- ~~iv. the facility's projected date of Initial Operation;~~
  - ~~v. the status of the Generation Interconnection Request, including its Queue Position;~~
  - ~~vi. the type of Generation Interconnection Service requested;~~
  - ~~vii. the availability of any studies related to the Interconnection Request;~~
  - ~~viii. the date of the Generation Interconnection Request;~~
  - ~~ix. the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and~~
  - ~~x. for each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.~~
- b. ~~This list will not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.~~

7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

### ~~36.1.01~~ ~~Generation Interconnection Request:~~ 112A.1 Application

Except as otherwise provided in this Subpart A with respect to ~~Behind The Meter Generation,~~ ~~an~~The Interconnection Customer ~~that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall~~desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider ~~a~~Generationan Interconnection Request. The Transmission Provider shall acknowledge receipt of the ~~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 ~~Generation~~ Interconnection Request to the Transmission Provider's acknowledgment.

#### 1. ~~Generation~~ Interconnection Request Requirements.

- a. To be assigned a PJM Queue Position pursuant to Section 201, ~~a~~ Generationan Interconnection Customer must submit a complete and fully executed ~~Generation~~Form of Screens Process Interconnection ~~Feasibility Study Agreement~~Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment ~~NY~~. To be considered complete at the time of submission, the Interconnection Customer's ~~Generation~~Form of Screens Process Interconnection ~~Feasibility Study Agreement~~Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:
- ~~a.~~ ~~specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and~~
  - ~~b.~~ ~~evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and~~
  - ~~c.~~ ~~the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and~~
  - ~~d.~~ ~~identification of the fuel type of the proposed generating unit or upgrade thereto; and~~
  - ~~e.~~ ~~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~~

~~f. the planned date the proposed 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 that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the~~

~~i. Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and~~

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

~~h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and Information; and~~

~~ii. Energy Resource Information; and~~

~~iii. Energy Resource Characteristic Data; and~~

~~iv. Interconnection Facilities Information; and~~

~~v. Diagrams and Site Control; and~~

~~vi. Deposit.~~

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

~~(a) A deposit amount for a Generation of \$2,000 if the Interconnection Request submitted is received in the first four calendar months of the current New Services Queue; or~~

~~(b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or shall not exceed \$110,000, a~~

~~(c) A deposit of \$10,000 plus \$100 for each MW requested 5,000 if the Generation-Interconnection Request is received in the first four sixth calendar months month of the current New Services Queue; or~~

~~(2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth~~

~~calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or~~

~~(3) — Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.ii. — 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the ~~Generation~~ Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the ~~Generation~~ Interconnection Customer withdraws its ~~Generation~~ Interconnection Request, or the ~~Generation~~ Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:~~

~~(1a)~~ 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 ~~Generation~~ Interconnection Request and/or associated Queue Position or Alternate Queue Process; and/or

~~(2b)~~ Any restudies required as a result of the rejection, termination and/or withdrawal of such ~~Generation~~ Interconnection Request; and/or

~~(3c)~~ Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.

~~iii.(3)~~ 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order,



the refundable portion of each total deposit amount to cover the following:

- (1a) The cost of the screens evaluation and/or supplemental screens evaluations; and
- (b) The cost of Alternate Queue Position acceptance review Process studies; and
- ~~(2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and~~
- ~~(3c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and~~
- (4d) If the ~~Generation~~ Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, ~~(as described further below)~~, or during the ~~Feasibility Study~~ screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such ~~Generation~~ Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
  - ~~(a.i)~~ The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such ~~Generation~~ Interconnection Request; and/or
  - (b.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 ~~Generation~~ Interconnection Request and/or associated Queue Position; and/or



Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the ~~Generation~~ Interconnection Request, the ~~Generation~~ Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the ~~Generation~~ Interconnection Request shall be terminated prior to reaching the [screens evaluations and/or](#) deficiency review stage).

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

2. Deficiency Review. Within five business days of the Interconnection Customer submitting a ~~Generation~~[an](#) Interconnection Request, [the](#) Transmission Provider shall provide a deficiency review of the ~~Generation~~ Interconnection Request to determine whether the Interconnection Customer submitted a valid ~~Generation~~ Interconnection Request.
  - a. ~~With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation~~[If an](#) Interconnection Request meets all [of the](#) requirements set forth above, the Transmission Provider shall start the deficiency review. ~~While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests shall 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 Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), 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 Generation Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.~~  
c. — If there are deficiencies in the ~~Generation~~ 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 business days of receipt of the ~~Generation~~ Interconnection Request that such ~~Generation~~ 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 shall be provided ten 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 ~~Generation~~ 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 ~~Generation~~ 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 business days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the ~~Generation~~ Interconnection ~~Request~~Requests 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 Generation Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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~~assigned.
4. In accordance with Section 201 of the Tariff, ~~the~~ Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section ~~36.1.01.112A~~36.1.01112A. If the information required pursuant to Section ~~36.1.01.112A~~36.1.01112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
5. Deficiency notices shall 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. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all ~~Generation~~ Interconnection Requests that identifies:

- i. ~~the~~ The proposed maximum summer and winter megawatt electrical output;
  - ii. ~~the~~ The location of the generation by county and state;
  - iii. ~~the~~ The station or transmission line or lines where the interconnection will be made;
  - iv. ~~the~~ The facility's projected date of Initial Operation;
  - v. ~~the~~ The status of the ~~Generation~~ Interconnection Request, including its Queue Position;
  - vi. ~~the~~ The type of ~~Generation~~ Interconnection Service requested;
  - vii. ~~the~~ The availability of any studies related to the Interconnection Request;
  - viii. ~~the~~ The date of the ~~Generation~~ Interconnection Request;
  - ix. ~~the~~ The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
  - x. ~~for~~ For each ~~Generation~~ Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list ~~will~~shall not disclose the identity of the ~~Generation~~ Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of ~~Generation~~ Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

### ~~36.1.01~~ ~~Generation~~ 36.1.03 Transmission Interconnection Request:

~~Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an~~ An Interconnection Customer that seeks to interconnect ~~new generation in or add Merchant Transmission Facilities to the Transmission System~~, or to increase the capacity of ~~generation already existing Merchant Transmission Facilities~~ interconnected ~~in, with~~ the PJM Region Transmission System shall submit to the Transmission Provider a Generation Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Transmission 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 Generation Transmission Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Transmission Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Transmission Interconnection Customer must submit a complete and fully executed Generation Transmission Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment NS. To be considered complete at the time of submission, the Interconnection Customer's Generation Transmission Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a. ~~specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and~~ the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and
  - b. ~~evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and~~ a description of the proposed Merchant Transmission Facilities; and
  - c. ~~the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and~~ nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and
  - d. ~~identification of the fuel type of the proposed generating unit or upgrade thereto; and~~

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

e. 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; and

i. Transmission Injection Rights and/or Transmission Withdrawal Rights, or

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

f. 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

g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and

~~h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and~~ Deposit.

~~i. Deposit.~~

i. A deposit shall be submitted to the Transmission Provider, as follows:



- (1) Provided that the maximum total deposit amount for a GenerationTransmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the GenerationTransmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or
  - (2) Provided that the maximum total deposit amount for a GenerationTransmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the GenerationTransmission Interconnection Request is received inwithin the fifth calendar month of the current New Services Queue; or
  - (3) Provided that the maximum total deposit amount for a GenerationTransmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed ~~\$130,000~~ 130,000, a deposit of \$30,000 plus \$200 for each MW requested, if the GenerationTransmission Interconnection Request is received inwithin the sixth calendar month of the current New Services Queue.
- ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the GenerationTransmission Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the GenerationTransmission Interconnection Customer withdraws its GenerationTransmission Interconnection Request, or the GenerationTransmission Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
- (1) 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 GenerationTransmission Interconnection Request and/or associated Queue Position; and/or
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such GenerationTransmission Interconnection Request; and/or

- (3) 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.
  - iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
    - (1) The cost of the Queue Position acceptance review; and
    - (2) The cost of the deficiency review of the Interconnection Customer's [GenerationTransmission](#) Interconnection Request (to determine whether the [GenerationTransmission](#) Interconnection Request is valid); and
    - (3) The dollar amount of the Interconnection Customer's cost responsibility for the [GenerationTransmission](#) Interconnection Feasibility Study; and
    - (4) If the [GenerationTransmission](#) Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the 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 shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such [GenerationTransmission](#) Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
      - (a) The costs of any restudies required as a result of the modification ~~(pursuant to Section 36.2A of the Tariff)~~, rejection, termination and/or withdrawal of such [GenerationTransmission](#) Interconnection Request; and/or
      - (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 [GenerationTransmission](#)

Interconnection Request and/or associated Queue Position; and/or

- (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.
  - (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 shall be returned to the ~~Generation~~ Interconnection Customer in accordance with the PJM Manuals.
- iv. Upon completion of the [Transmission Interconnection](#) Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (1) The Interconnection Customer's cost responsibility for any other studies conducted for the ~~Generation~~[Transmission](#) Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2) 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.
- v. 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 shall be returned to the ~~Generation~~ Interconnection Customer.
- vi. The Interconnection Customer must submit the total required deposit amount with the ~~Generation~~[Transmission](#) Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the ~~Generation~~[Transmission](#) Interconnection Request, the ~~Generation~~[Transmission](#) Interconnection Request shall be deemed to be terminated and

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

- vii. 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 ~~Generation~~Transmission Interconnection Request, ~~the~~ Transmission Provider shall provide a deficiency review of the ~~Generation~~Transmission Interconnection Request to determine whether the Interconnection Customer submitted a valid ~~Generation~~Transmission Interconnection Request.

- a. ~~With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation~~If a Transmission Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review. ~~While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests shall 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 ~~Generation~~Transmission Interconnection Feasibility Study Agreement (Tariff, Attachment ~~NS~~), 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 ~~Generation~~Transmission Interconnection Request shall be deemed to be 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 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 business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the ~~Generation~~Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the ~~Generation~~Transmission 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 business days of receipt of the ~~Generation~~Transmission Interconnection Request that such ~~Generation~~Transmission 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 shall be provided ten 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 ~~Generation~~Transmission 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

~~Generation~~Transmission 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 business days to review ~~each~~the Interconnection Customer's response to the deficiency notice. If the ~~Generation~~Transmission Interconnection Request is still deficient after the Transmission Provider's additional five business day review and the full ten business days of the Interconnection Customer's deficiency response period have expired, the ~~Generation~~Transmission Interconnection Request 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 ~~Generation~~Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be 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. ~~In accordance with Section 201 of the Tariff, the~~The Transmission Provider shall assign Queue Positions ~~as of pursuant to Section 201 on~~ the date and time of receipt of all ~~information required pursuant to Section 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 shall be assigned based on the date and time of receipt of the last required piece of information.~~the required information set forth in this Section 36.1.03.
  5. ~~Deficiency notices~~Deficiencies shall 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 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 the relevant PJM 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 the relevant PJM Transmission Interconnection Request, the relevant PJM Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

7. Transmission Provider Website Postings.

- a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all ~~Generation~~Transmission Interconnection Requests that identifies:
  - i. ~~the proposed maximum summer and winter megawatt electrical output; in megawatts the potential nominal capability or increase in capability;~~
  - ii. the location of the ~~generation~~Merchant Transmission Facilities by county and state;
  - iii. the station or transmission line or lines where the interconnection will be made;
  - iv. the facility's projected date of Initial Operation;
  - v. the status of the ~~Generation~~Transmission Interconnection Request, including its Queue Position;
  - vi. ~~the type of Generation Interconnection Service requested; vii.~~  
——— the availability of any studies related to the Interconnection Request;
  - vii. the date of the Transmission Interconnection Request;
  - viii. the ~~date of the Generation Interconnection Request; ix.~~——— the type of ~~Generating Facility~~Merchant Transmission Facilities to be constructed ~~(combined cycle, base load or combustion turbine and fuel type);~~ and
  - ~~xix.~~ for each ~~Generation~~Transmission Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list will not disclose the identity of the ~~Generation~~Transmission Interconnection Customer, except as otherwise provided in Part IV or Part VI of the Tariff. The list and the priority of ~~Generation~~Transmission

Interconnection Requests shall be included on the Transmission Provider's website as a part of the New Services Queue.

### **36.1.03A Transmission Interconnection Customers Requesting Merchant Network Upgrades**

Notwithstanding Section 36.1.03, an Interconnection Customer that proposes Merchant Network Upgrades (including advancing pursuant to Section 220 or accelerating 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) shall submit an Upgrade Request, with the required information and the required deposit for a System Impact Study, as set forth in Attachment EE.

#### **36.1.1 Interconnection Services for Generation:**

Generation Interconnection Customers may request either of two forms of Interconnection Service, i.e., interconnection as a Capacity Resource or as an Energy Resource. Energy Resource status allows the generator to participate in the PJM Interchange Energy Market pursuant to the PJM Operating Agreement. Capacity Resource status allows the generator to participate in the PJM Interchange Energy Market to be utilized by load-serving entities in the PJM Region to meet capacity obligations imposed under the Reliability Assurance Agreement and/or to be designated as a Network Resource under Part III. Capacity Resources also may participate in Reliability Pricing Model Auctions and in Ancillary Services markets pursuant to the Tariff or the Operating Agreement. Capacity Resource status is based on providing sufficient transmission capability to ensure deliverability of generator output to the aggregate PJM Network Load and to satisfy the contingency criteria in the Applicable Standards. Specific tests performed during the Generation Interconnection Feasibility Study and later System Impact Study will identify those upgrades required to satisfy the contingency criteria applicable at the generator's location.

Consistent with Section 1.7.4(i) of Schedule 1 to the Operating Agreement, to the extent its generating facility is dispatchable, an Interconnection Customer shall submit an Economic Minimum in the real-time market that is no greater than the higher of its physical operating minimum or its Capacity Interconnection Rights.



### **36.1.2 No Applicability to Transmission Service:**

Nothing in this Part IV shall constitute a request for transmission service, or confer upon an Interconnection Customer any right to receive transmission service, under Part II or Part III.

### **36.1.3 [Reserved]**

### **36.1.4 [Reserved]**

### **36.1.5 Scoping Meeting:**

After a valid Interconnection Request has been established, the Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After establishing a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days of establishing such valid Interconnection Request, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after establishment of a valid Interconnection Request if the valid Interconnection Request is established in the first four calendar months of the current New Services Queue; or within 30 days if the valid Interconnection Request is established within the fifth calendar month of the current New Services Queue; or in 20 days if the valid Interconnection Request is established in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.

### **36.1.6 Coordination with Affected Systems:**

The Transmission Provider will coordinate with Affected System Operators the conduct of any required studies in accordance with Section 202.

### **36.1.7 Base Case Data:**

Transmission Provider shall provide Interconnection Customer with base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon request

and subject to the confidentiality provisions of Section 223 of the Tariff. Transmission Provider may require Interconnection Customer to sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects, that are included in the then-current, approved Regional Transmission Expansion Plan.