

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
202 429 3000 main
www.steptoe.com

June 14, 2022

Via eTariff Filing

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

RE: PJM Transmission Owners' Tariff Revisions to Conform to PJM's Proposed
Interconnection Queue Tariff Reforms, Docket No. ER22-2114-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act ("FPA"),¹ Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² and Section 9.1(a) of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("PJM Tariff"), the PJM Transmission Owners,³ acting through the PJM Consolidated Transmission Owners Agreement ("CTOA"), hereby submit certain limited proposed changes to the PJM Tariff.⁴ As explained herein, the proposed revisions are limited and ministerial in nature and are intended to conform to PJM's proposed changes to the PJM Tariff as part of its effort to modify the interconnection process under the PJM Tariff.

As discussed further herein, to conform to PJM's requested effective dates for its proposed changes to the PJM Tariff, the PJM Transmission Owners respectfully request effective

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

³ Capitalized terms used herein, that are not otherwise defined herein, shall have the meaning provided in the PJM Tariff, CTOA or Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.

⁴ Pursuant to Order No. 714, this filing is submitted by PJM on behalf of the PJM Transmission Owners as part of an XML filing package that conforms with the Commission's regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, the PJM Transmission Owners have requested PJM submit the Proposed Revisions in the eTariff system as part of PJM's electronic Intra PJM Tariff.

dates for the proposed revisions in this filing as follows: (1) January 3, 2023 for the proposed revisions to Part VII and Part IX to the PJM Tariff and the associated Table of Contents; and (2) an “indefinite” effective date of “12/31/9998” for Part VIII of the PJM Tariff and the associated Table of Contents. In addition, consistent with PJM’s requested action date, the PJM Transmission Owners also request Commission action on this filing by no later than October 3, 2022. To the extent necessary, the PJM Transmission Owners respectfully request waiver of any regulation necessary for the Commission to accept the proposed changes as filed and grant the requested effective date.

I. BACKGROUND

On June 30, 2021, in Docket No. ER21-2282-000, the PJM Transmission Owners submitted proposed revisions to the PJM Tariff to provide them with the ability to elect to fund Network Upgrades associated with the interconnection of new generation resources and to earn a return of and a return on, the costs of those Network Upgrades (the “June 30 Filing”). The June 30 Filing consisted of: (1) a new Section 217.8 to the PJM Tariff, which sets forth the general provisions governing how and when a transmission owner can elect to fund network upgrades; and (2) a *pro forma* Network Upgrade Funding Agreement (“NUFA”) (set forth at PJM Tariff, Attachment O-2), which provides the terms and conditions for recovering the return of and return on the capital investment in connection with a PJM Transmission Owner’s election to provide funding for Network Upgrade(s).

On November 19, 2021, the Commission accepted and suspended the June 30 Filing, established a paper hearing process and made the proposed Tariff provisions effective February 1, 2022. *See PPL Electric Utilities Corp.*, 177 FERC ¶ 61,123 (2021) (the “November 19 Order”). In the November 19 Order, the Commission also found that the PJM Transmission Owners have the Section 205 filing rights to make changes to the provisions in Section 217.8 and Attachment O-2.

PJM has undertaken a major effort to improve and streamline the generator interconnection process under the PJM Tariff. As a result of that process, on June 14, 2022, PJM submitted in Docket No. ER22-2110 a filing under section 205 of the FPA proposing a comprehensive package of reforms to the PJM interconnection process contained in the PJM Tariff. PJM’s proposed changes include, among other things, new Part VII (Transition Cycle – Generation Interconnection Procedure), Part VIII (New Rules – Generation Interconnection Procedure), and Part IX (Agreements) that will govern the interconnection process going forward. The changes proposed by PJM to the PJM Tariff necessitate conforming changes to Section 217.8 thereof and the *pro forma* NUFA.

II. THE INSTANT FILING

To conform to PJM’s proposed revisions to the PJM interconnection process, it is necessary for the PJM Transmission Owners to propose certain limited changes to Section 217.8

of the PJM Tariff and the *pro forma* NUFA.⁵ Pursuant to the PJM Transmission Owners' filing rights in the CTOA, and as the Commission noted in the November 19 Order, the PJM Transmission Owners have the Section 205 filing rights to make these proposed changes. The PJM Transmission Owners propose to create new sections in the PJM Tariff as follows: (1) Section 338 in Part VII (Transition Cycle – Generation Interconnection Procedure); (2) Section 436 in Part VIII (New Rules – Generation Interconnection Procedure); and (3) Subpart M, Part IX to incorporate the language of Section 217.8 of the PJM Tariff and the *pro forma* NUFA into those sections. The PJM Transmission Owners also propose certain limited changes to those new sections to conform to the changes to the interconnection process proposed by PJM as part of its reform effort, and request the Commission approve them only to the extent that the Commission approves PJM's proposed tariff revisions. The PJM Transmission Owners' proposed changes are summarized below.

Terminology Changes to Conform to PJM's Proposed Changes

In revising the PJM Tariff sheets governing the PJM interconnection process, PJM proposes to change several of the defined terms included in the PJM Tariff. These changes to the defined terms require changes to Section 217.8 and the NUFA. To conform to PJM's proposed revisions to the PJM Tariff, the PJM Transmission Owners specifically propose the following revisions, and request that the Commission approve them to the extent that the Commission approves PJM's proposed tariff revisions:

- References to "Interconnection Customer" are changed to "Generation Project Developer" to reflect that in PJM's proposed revisions, the term "Interconnection Customer" will be replaced by "Generation Project Developer."
- References to "Interconnected Transmission Owner" are changed to "Transmission Owner" because in PJM's proposed revisions, the term "Interconnected Transmission Owner" will no longer be a defined term.
- Because the term "Interconnected Transmission Owner" will no longer be used, the clarification in Section 217.8(b) (Definition) is no longer needed and is proposed to be removed.
- References to "Direct Connection Network Upgrades" and "Non-Direct Connection Network Upgrades" are changed to "Network Upgrades" and "Stand Alone Network Upgrades" to conform to the terms that PJM proposes to use to refer to Network Upgrades.
- References to "Customer Facility" are changed to "Generating Facility."

⁵ In accordance with Sections 7.12.1 and 8.15.1 of the CTOA, the PJM Transmission Owners have authorized this Section 205 filing, pursuant a vote of the TOA-Administrative Committee ("TOA-AC"). On April 15, 2022, pursuant to Section 9.1(b) of PJM Tariff, Part I the PJM Transmission Owners initiated consultation with PJM and the PJM Members Committee by providing notice of the modifications proposed in this filing together with a draft of those modifications. That notice requested the submission of written comments by May 16, 2022. No comments or questions were received. On May 18, 2022, the PJM Transmission Owners, pursuant to a vote of the TOA-AC, voted in support of the proposed changes.

- References to “Interconnection Service Agreement (ISA)” and the “Interconnection Construction Service Agreement” are changed to “Generation Interconnection Agreement (GIA),” which includes Schedule L setting forth the “Interconnection Construction Terms and Conditions” respectively.

Timing of the PJM Transmission Owner’s Election:

As part of the proposed reforms, PJM also proposes to modify the time periods and process by which interconnection studies are performed and Network Upgrades are identified. This requires the PJM Transmission Owners to propose changes to Section 217.8 to clarify when and how the election to fund Network Upgrades will be made by the PJM Transmission Owners. To conform to PJM’s proposed revisions to the PJM Tariff, the PJM Transmission Owners propose the following changes:

- Language has been added to clarify how PJM and a Generation Project Developer will be notified of the PJM Transmission Owner’s election to fund a Network Upgrade.
- The timing of the Transmission Owner’s election of the option to fund the capital costs of a Network Upgrade has been changed to provide that each impacted PJM Transmission Owner will indicate whether it intends to fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Further, each impacted Transmission Owner will further indicate whether it intends to fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report.
- The changes clarify that to the extent that there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund.
- References to the Option to Build that previously were noted as being set forth in the Interconnection Construction Service Agreement are changed to refer to the GIA.

III. PROPOSED EFFECTIVE DATE AND WAIVER REQUEST

As noted, to conform to PJM’s requested effective dates for its proposed changes, the PJM Transmission Owners respectfully request an effective date of January 3, 2023 for the proposed Tariff revisions to Part VII and Part IX and the associated Table of Contents and requests an “indefinite” effective date of “12/31/9998” for Part VIII and the associated Table of Contents.⁶ As PJM explains, the requested effective dates will provide a clear demarcation between the existing interconnection procedures and the interconnection procedures being filed. It also provides parties with adequate notice of the proposed revisions well in advance of their effective dates. The use of the January 3, 2023 effective dates for Part VII, as well as for Parts II, III, IV,

⁶ For its proposed revisions to the PJM Tariff, the PJM Transmission Owners understand that PJM is requesting an effective date of January 3, 2023 for the Tariff revisions contained in Parts II, III, IV, VI, VII and IX and an “indefinite” effective date of “12/31/9998” for the new Part VIII.

VI and IX and the associated Table of Contents, will also permit these parts to become effective the first full Business Day of the next calendar year.

The PJM Transmission Owners request Commission action on this filing by no later than October 3, 2022. The PJM Transmission Owners request the Commission grant any and all waivers of its rules and regulations as necessary for the Commission to accept the proposed tariff revisions to the PJM Tariff for filing, specifically including but not limited to 18 C.F.R. § 35.3(a)(1). Cost support associated with the costs of exercising the PJM Transmission Owners funding proposal would be submitted in connection with any NUFA. The PJM Transmission Owners request a waiver of any applicable requirement of Part 35 for which a waiver is not specifically requested, if necessary, in order to permit this filing to become effective as proposed.

IV. CONTENTS OF THIS FILING

- A. Attachment A – Clean Tariff revisions to the PJM Tariff as follows
 - Revised PJM Tariff Revisions (Part VII, Subpart I, section 338 and Part VIII, Subpart I, section 436);
 - Revised NUFA (Part IX, Subpart M, NUFA); and
 - Revised Tables of Contents to the PJM Tariff
- B. Attachment B – Marked Tariff Revisions to the PJM Tariff
- C. Attachment C – Redlined versions showing the changes to the versions submitted with the Commission on June 30, 2021 in Docket No. ER21-2282

V. COMMUNICATIONS

Correspondence and communications regarding this filing should be sent to the following individuals, who should be placed on the official service list in this proceeding.

Amanda N. Rumsey
Manager RTO & Federal Regulatory
Policy
PPL Electric Utilities Corporation
2 N. 9th Street
Allentown, PA 18101
(610) 774-4303
anrumsey@pplweb.com

William M. Keyser
Viet H. Ngo
Steptoe & Johnson LLP
1330 Connecticut Avenue, N.W.
Washington, D.C. 20036
Telephone: 202-429-3000
wkeyser@steptoe.com
vngo@steptoe.com

Steven M. Nadel
PPL Electric Utilities Corporation
2 N. 9th Street
Allentown, PA 18101
(610) 774-4775
smnadel@pplweb.com
*Chair of the Transmission Owners
Agreement Administrative Committee*

VI. 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,⁷ PJM will post a copy of this filing to the FERC filings 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 e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region alerting them that this filing has been made by PJM and is available by following such link. 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 Commission'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.

⁷ 18 C.F.R. §§ 35.2(e), 385.2010(f)(3).

VII. CONCLUSION

For the reasons set forth above, the PJM Transmission Owners request that the Commission accept the proposed revisions without hearing, modification, or condition, and grant effective dates, as requested herein.

Respectfully submitted,

s/ William M. Keyser

William M. Keyser

Viet H. Ngo

Steptoe & Johnson LLP

1330 Connecticut Avenue, N.W.

Washington, D.C. 20036

Telephone: 202-429-3000

wkeyser@steptoe.com

vngo@steptoe.com

Counsel for PPL Electric Utilities

On behalf of the PJM Transmission Owners

ATTACHMENT A

**PJM OATT
(Clean Tariff)**

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 *System Impact* Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 *System Impact* Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (*Synchronous*) or Greater than 5 MW (*Inverter-based*)

112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous)
or 5 MW *or Less* (Inverter-based)

112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW

112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

113 Notices

114 Deactivation Avoidable Cost Credit

115 Deactivation Avoidable Cost Rate

116 Filing and Updating of Deactivation Avoidable Cost Rate

117 Excess Project Investment Required

118 Refund of Project Investment Reimbursement

118A Recovery of Project Investment

119 Cost of Service Recovery Rate

120 Cost Allocation

121 Performance Standards

122 Black Start Units

123-199 [Reserved]

**VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS
ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES**

Preamble

200 Applicability

201 Queue Position

**Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES
FOR NEW SERVICE REQUESTS**

202 Coordination with Affected Systems

203 System Impact Study Agreement

204 Tender of System Impact Study Agreement

205 System Impact Study Procedures

206 Facilities Study Agreement

207 Facilities Study Procedures

208 Expedited Procedures for Part II Requests

209 Optional Interconnection Studies

210 Responsibilities of the Transmission Provider and Transmission
Owners

**Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-
FUNDED UPGRADES**

211 Interim Interconnection Service Agreement

212 Interconnection Service Agreement

213 Upgrade Construction Service Agreement

214 Filing/Reporting of Agreements

215 Transmission Service Agreements

216 Interconnection Requests Designated as Market Solutions

217 Cost Responsibility for Necessary Facilities and Upgrades

218	New Service Requests Involving Affected Systems
219	Inter-queue Allocation of Costs of Transmission Upgrades
220	Advance Construction of Certain Network Upgrades
221	Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
222	Confidentiality
223	Confidential Information
224 – 229	[Reserved]
Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES	
230	Capacity Interconnection Rights
231	Incremental Auction Revenue Rights
232	Transmission Injection Rights and Transmission Withdrawal Rights
233	Incremental Available Transfer Capability Revenue Rights
234	Incremental Capacity Transfer Rights
235	Incremental Deliverability Rights
236	Interconnection Rights for Certain Transmission Interconnections
237	IDR Transfer Agreements
238 – 299	[Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

300	<i>Definitions</i>
301	<i>Transition Introduction</i>
302	<i>Site Control</i>

Subpart B – AE1-AG1 TRANSITION CYCLE #1

303	<i>Transition Eligibility</i>
304	<i>AE1-AG1 Expedited Process Eligibility</i>

Subpart C – AG2-AH1 TRANSITION CYCLE #2

305	<i>Introduction, Overview and Eligibility</i>
306	<i>Application Rules</i>

Subpart D – PHASES AND DECISION POINTS

307	<i>Introduction</i>
308	<i>Phase I</i>
309	<i>Decision Point I</i>
310	<i>Phase II</i>
311	<i>Decision Point II</i>
312	<i>Phase III</i>
313	<i>Decision Point III</i>
314	<i>Final Agreement Negotiation Phase</i>

Subpart E – MISCELLANEOUS

315	<i>Assignment of Project Identifier</i>
316	<i>Service Below The Meter Generator</i>
317	<i>Behind The Meter Generation</i>
318	<i>Base Case Data</i>
319	<i>Service on Merchant Transmission Facilities</i>

- 320 *Local Furnishing Bonds*
- 321 *Internal Dispute Resolution Procedures*
- 322 *Responsibilities of Transmission Provider and Transmission Owner*
- 323 *Additional Upgrades*
- 324 *IDR Transfer Agreement*
- 325 *Regional Transmission Expansion Plan*
- 326 *Transmission Owner Construction Obligation for Necessary Facilities and Upgrade*
- 327 *Confidentiality*
- 328 *Capacity Interconnection Rights*
- 329 *Incremental Rights*
- 330 *Rights for Transmission Interconnections*
- 331 *Milestones*
- 332 *Winter Capacity Interconnection Rights*
- 333 *Interconnection Studies Processing Time and Metrics*
- 334 *Transmission Provider Website Postings*
- Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS**
- 335 *Wholesale Market Participation Agreement/Non-Jurisdictional Agreements*
- Subpart G – AFFECTED SYSTEM RULES**
- 336 *Affected System Rules*
- Subpart H – UPGRADE REQUESTS**
- 337 *Upgrade Requests*
- Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES**
- 338 *Transmission Owner Initial Funding of Network Upgrades*
- 339 – 399 [*Reserved*]

VIII. 400 – 499 [*Reserved*]

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

- 500 *Execution Deadlines*
- Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT**
- Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT COMBINED WITH CONSTRUCTION SERVICE AGREEMENT**
- Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION AGREEMENT**
- Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT**
- Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT**
- Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT**
- Subpart G – FORM OF NECESSARY STUDIES AGREEMENT**
- Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT**
- Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT**
- Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT**
- Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT**

***Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY
APPLICATION AND AGREEMENT***

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery

SCHEDULE 9-OPSI

OPSI Funding

SCHEDULE 9-CAPS

CAPS Funding

SCHEDULE 9-FINCON

Finance Committee Retained Outside Consultant

SCHEDULE 9-MMU
 MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
 North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
 Reliability First Corporation Charge
SCHEDULE 11
 [Reserved for Future Use]
SCHEDULE 11A
 Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
 Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
 Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
 Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
 Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
 Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
 Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
 Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
 Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
 Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
 Form of Service Agreement For Non-Firm Point-To-Point Transmission Service
ATTACHMENT C
 Methodology To Assess Available Transfer Capability
ATTACHMENT C-1
 Conversion of Service in the Dominion and Duquesne Zones
ATTACHMENT C-2
 Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, (“DEOK”) Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A

ATTACHMENT H-3E

Delmarva Power & Light Company Formula Rate Implementation Protocols

ATTACHMENT H-3F

Old Dominion Electric Cooperative Formula Rate – Appendix A

ATTACHMENT H-3G

Old Dominion Electric Cooperative Formula Rate Implementation Protocols

ATTACHMENT H-4

Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-4A

Other Supporting Facilities - Jersey Central Power & Light Company

ATTACHMENT H-4B

Jersey Central Power & Light Company – [Reserved]

ATTACHMENT H-5

Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service

ATTACHMENT H-5A

Other Supporting Facilities -- Metropolitan Edison Company

ATTACHMENT H-6

Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service

ATTACHMENT H-6A

Other Supporting Facilities Charges -- Pennsylvania Electric Company

ATTACHMENT H-7

Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service

ATTACHMENT H-7A

PECO Energy Company Formula Rate Template

ATTACHMENT H-7B

PECO Energy Company Monthly Deferred Tax Adjustment Charge

ATTACHMENT H-7C

PECO Energy Company Formula Rate Implementation Protocols

ATTACHMENT H-8

Annual Transmission Rates – PPL Group for Network Integration Transmission Service

ATTACHMENT H-8A

Other Supporting Facilities Charges -- PPL Electric Utilities Corporation

ATTACHMENT 8C

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT 8D

UGI Utilities, Inc. Formula Rate Implementation Protocols

ATTACHMENT 8E

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT H-8G

Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

**Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for
Network Integration Transmission Service**

ATTACHMENT H-10

**Annual Transmission Rates -- Public Service Electric and Gas Company
for Network Integration Transmission Service**

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

**Formula Rate Implementation Protocols – Public Service Electric and Gas
Company**

ATTACHMENT H-11

**Annual Transmission Rates -- Allegheny Power for Network Integration
Transmission Service**

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

**Annual Transmission Rates -- Rockland Electric Company for Network Integration
Transmission Service**

ATTACHMENT H-13

**Annual Transmission Rates – Commonwealth Edison Company for Network
Integration Transmission Service**

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

**Annual Transmission Rates – AEP East Operating Companies for Network
Integration Transmission Service**

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

**Annual Transmission Rates -- The Dayton Power and Light Company
for Network Integration Transmission Service**

ATTACHMENT H-16

**Annual Transmission Rates -- Virginia Electric and Power Company
for Network Integration Transmission Service**

ATTACHMENT H-16A

Formula Rate - Virginia Electric and Power Company

ATTACHMENT H-16B

Formula Rate Implementation Protocols - Virginia Electric and Power Company

ATTACHMENT H-16C

**Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving
 Entities in the Dominion Zone**
ATTACHMENT H-16D – [Reserved]
ATTACHMENT H-16E – [Reserved]
ATTACHMENT H-16AA
Virginia Electric and Power Company
ATTACHMENT H-17
**Annual Transmission Rates -- Duquesne Light Company for Network Integration
 Transmission Service**
ATTACHMENT H-17A
Duquesne Light Company Formula Rate – Appendix A
ATTACHMENT H-17B
Duquesne Light Company Formula Rate Implementation Protocols
ATTACHMENT H-17C
Duquesne Light Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-18
Annual Transmission Rates – Trans-Allegheny Interstate Line Company
ATTACHMENT H-18A
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A
ATTACHMENT H-18B
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols
ATTACHMENT H-19
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.
ATTACHMENT H-19A
Potomac-Appalachian Transmission Highline, L.L.C. Summary
ATTACHMENT H-19B
**Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate
 Implementation Protocols**
ATTACHMENT H-20
**Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP
 Zone**
ATTACHMENT H-20A
**AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate
 Implementation Protocols**
ATTACHMENT H-20A APPENDIX A
Transmission Formula Rate Settlement for AEPTCo
ATTACHMENT H-20B - Part I
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-20B - Part II
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-21
**Annual Transmission Rates – American Transmission Systems, Inc. for Network
 Integration Transmission Service**
ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI
ATTACHMENT H-21A Appendix B - ATSI
ATTACHMENT H-21A Appendix C - ATSI
ATTACHMENT H-21A Appendix C - ATSI [Reserved]
ATTACHMENT H-21A Appendix D – ATSI
ATTACHMENT H-21A Appendix E - ATSI
ATTACHMENT H-21A Appendix F – ATSI [Reserved]
ATTACHMENT H-21A Appendix G - ATSI
ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)
ATTACHMENT H-21B ATSI Protocol
ATTACHMENT H-22
 Annual Transmission Rates – DEOK for Network Integration Transmission Service
 and Point-to-Point Transmission Service
ATTACHMENT H-22A
 Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template
ATTACHMENT H-22B
 DEOK Formula Rate Implementation Protocols
ATTACHMENT H-22C
 Additional provisions re DEOK and Indiana
ATTACHMENT H-23
 EP Rock springs annual transmission Rate
ATTACHMENT H-24
 EKPC Annual Transmission Rates
ATTACHMENT H-24A APPENDIX A
 EKPC Schedule 1A
ATTACHMENT H-24A APPENDIX B
 EKPC RTEP
ATTACHMENT H-24A APPENDIX C
 EKPC True-up
ATTACHMENT H-24A APPENDIX D
 EKPC Depreciation Rates
ATTACHMENT H-24-B
 EKPC Implementation Protocols
ATTACHMENT H-25 - [Reserved]
ATTACHMENT H-25A - [Reserved]
ATTACHMENT H-25B - [Reserved]
ATTACHMENT H-26
 Transource West Virginia, LLC Formula Rate Template
ATTACHMENT H-26A
 Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
 Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
 Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
 Silver Run Electric, LLC Formula Rate Implementation Protocols

ATTACHMENT H-28

Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-28A

Mid-Atlantic Interstate Transmission, LLC Formula Rate Template

ATTACHMENT H-28B

Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation Protocols

ATTACHMENT H-29

Annual Transmission Rates – Transource Pennsylvania, LLC

ATTACHMENT H-29A

Transource Pennsylvania, LLC Formula Rate Template

ATTACHMENT H-29B

Transource Pennsylvania, LLC Formula Rate Implementation Protocols

ATTACHMENT H-30

Annual Transmission Rates – Transource Maryland, LLC

ATTACHMENT H-30A

Transource Maryland, LLC Formula Rate Template

ATTACHMENT H-30B

Transource Maryland, LLC Formula Rate Implementation Protocols

ATTACHMENT H-31

Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for Network Integration Transmission Service

ATTACHMENT H-32

Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC

ATTACHMENT H-32A

AMP Transmission, LLC - Formula Rate Template

ATTACHMENT H-32B

AMP Transmission, LLC - Formula Rate Implementation Protocols

ATTACHMENT H-32C

Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-33

Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana, Inc.

ATTACHMENT H-33A

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

Annual Transmission Rates -- Non-Zone Network Load for Network Integration Transmission Service

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones
ATTACHMENT K
Transmission Congestion Charges and Credits
Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas
- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination

4. [Reserved For Future Use]

5. CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES

- 5.1 Transmission Congestion Charge Calculation
- 5.2 Transmission Congestion Credit Calculation
- 5.3 Unscheduled Transmission Service (Loop Flow)

- 5.4 Transmission Loss Charge Calculation
- 5.5 Distribution of Total Transmission Loss Charges
- 5.6 Transmission Constraint Penalty Factors
- 6. “MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters –
Parameter-Limited Schedules
- 6A. [Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJM Settlement as Counterparty
- 8. EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance
 - 8.10 Non-Hourly Metered Customer Pilot
 - 8.11 Emergency Load Response and Pre-Emergency Load Response Participant
Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

**Energy Procedure Manual for Determining Supplier Peak Load Share
Procedures for Load Determination**

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement

ATTACHMENT N-2

Form of Facilities Study Agreement

ATTACHMENT N-3

Form of Optional Interconnection Study Agreement

ATTACHMENT O

Form of Interconnection Service Agreement

1.0 Parties

- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the
Customer Facility) to be Interconnected with the Transmission System in the PJM
Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
- 4.1 Attachment Facilities Charge
- 4.2 Network Upgrades Charge
- 4.3 Local Upgrades Charge
- 4.4 Other Charges
- 4.5 Cost breakdown
- 4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

**1 Commencement, Term of and Conditions Precedent to
Interconnection Service**

- 1.1 Commencement Date
- 1.2 Conditions Precedent
- 1.3 Term

- 1.4 Initial Operation
- 1.4A Other Interconnection Options
- 1.5 Survival
- 2 Interconnection Service**
 - 2.1 Scope of Service
 - 2.2 Non-Standard Terms
 - 2.3 No Transmission Services
 - 2.4 Use of Distribution Facilities
 - 2.5 Election by Behind The Meter Generation
- 3 Modification Of Facilities**
 - 3.1 General
 - 3.2 Interconnection Request
 - 3.3 Standards
 - 3.4 Modification Costs
- 4 Operations**
 - 4.1 General
 - 4.2 [Reserved]
 - 4.3 Interconnection Customer Obligations
 - 4.4 Transmission Interconnection Customer Obligations
 - 4.5 Permits and Rights-of-Way
 - 4.6 No Ancillary Services
 - 4.7 Reactive Power
 - 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
 - 4.9 System Protection and Power Quality
 - 4.10 Access Rights
 - 4.11 Switching and Tagging Rules
 - 4.12 Communications and Data Protocol
 - 4.13 Nuclear Generating Facilities
- 5 Maintenance**
 - 5.1 General
 - 5.2 [Reserved]
 - 5.3 Outage Authority and Coordination
 - 5.4 Inspections and Testing
 - 5.5 Right to Observe Testing
 - 5.6 Secondary Systems
 - 5.7 Access Rights
 - 5.8 Observation of Deficiencies
- 6 Emergency Operations**
 - 6.1 Obligations
 - 6.2 Notice
 - 6.3 Immediate Action
 - 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**

- 8.1 General
- 8.2 Standards
- 8.3 Testing of Metering Equipment
- 8.4 Metering Data
- 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person
 - 14.4 Amount Owing
 - 14.5 Limitation on Damages
 - 14.6 Limitation of Liability in Event of Breach
 - 14.7 Limited Liability in Emergency Conditions
- 15 Breach, Cure And Default**
 - 15.1 Breach
 - 15.2 Continued Operation
 - 15.3 Notice of Breach

	15.4	Cure and Default
	15.5	Right to Compel Performance
	15.6	Remedies Cumulative
16		Termination
	16.1	Termination
	16.2	Disposition of Facilities Upon Termination
	16.3	FERC Approval
	16.4	Survival of Rights
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Interconnection Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Interconnection Party Shall Disclose Confidential Information
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Subcontractors
	18.1	Use of Subcontractors
	18.2	Responsibility of Principal
	18.3	Indemnification by Subcontractors
	18.4	Subcontractors Not Beneficiaries
19		Information Access And Audit Rights
	19.1	Information Access
	19.2	Reporting of Non-Force Majeure Events
	19.3	Audit Rights
20		Disputes
	20.1	Submission
	20.2	Rights Under The Federal Power Act
	20.3	Equitable Remedies
21		Notices
	21.1	General
	21.2	Emergency Notices
	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties

	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2.	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
		Customer Facility Location/Site Plan
ATTACHMENT O - SCHEDULE B		
		Single-Line Diagram
ATTACHMENT O - SCHEDULE C		
		List of Metering Equipment
ATTACHMENT O - SCHEDULE D		
		Applicable Technical Requirements and Standards
ATTACHMENT O - SCHEDULE E		
		Schedule of Charges
ATTACHMENT O - SCHEDULE F		
		Schedule of Non-Standard Terms & Conditions
ATTACHMENT O - SCHEDULE G		
		Interconnection Customer's Agreement to Conform with IRS Safe Harbor
		Provisions for Non-Taxable Status
ATTACHMENT O - SCHEDULE H		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT O – SCHEDULE I		
		Interconnection Specifications for an Energy Storage Resource
ATTACHMENT O – SCHEDULE J		
		Schedule of Terms and Conditions for Surplus Interconnection Service
ATTACHMENT O – SCHEDULE K		
		Requirements for Interconnection Service Below Full Electrical Generating
		Capability
ATTACHMENT O-1		
		Form of Interim Interconnection Service Agreement
ATTACHMENT O-2		
		Form of Network Upgrade Funding Agreement
ATTACHMENT P		
		Form of Interconnection Construction Service Agreement
	1.0	Parties
	2.0	Authority
	3.0	Customer Facility
	4.0	Effective Date and Term
	4.1	Effective Date
	4.2	Term
	4.3	Survival
	5.0	Construction Responsibility
	6.0	[Reserved.]

- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant
Network Upgrades
- 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs
 - 3.4.2 Duration of Suspension
- 3.5 Right to Complete Transmission Owner Interconnection
Facilities
- 3.6 Suspension of Work Upon Default
- 3.7 Construction Reports
- 3.8 Inspection and Testing of Completed Facilities
- 3.9 Energization of Completed Facilities
- 3.10 Interconnected Transmission Owner's Acceptance of

	Facilities Constructed by Interconnection Customer
4	Transmission Outages
4.1	Outages; Coordination
5	Land Rights; Transfer of Title
5.1	Grant of Easements and Other Land Rights
5.2	Construction of Facilities on Interconnection Customer Property
5.3	Third Parties
5.4	Documentation
5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
5.6	Liens
6	Warranties
6.1	Interconnection Customer Warranty
6.2	Manufacturer Warranties
7	[Reserved.]
8	[Reserved.]
9	Security, Billing And Payments
9.1	Adjustments to Security
9.2	Invoice
9.3	Final Invoice
9.4	Disputes
9.5	Interest
9.6	No Waiver
10	Assignment
10.1	Assignment with Prior Consent
10.2	Assignment Without Prior Consent
10.3	Successors and Assigns
11	Insurance
11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
11.2	Additional Insureds
11.3	Other Required Terms
11.3A	No Limitation of Liability
11.4	Self-Insurance
11.5	Notices; Certificates of Insurance
11.6	Subcontractor Insurance
11.7	Reporting Incidents
12	Indemnity
12.1	Indemnity
12.2	Indemnity Procedures
12.3	Indemnified Person
12.4	Amount Owing
12.5	Limitation on Damages
12.6	Limitation of Liability in Event of Breach

	12.7	Limited Liability in Emergency Conditions
13		Breach, Cure And Default
	13.1	Breach
	13.2	Notice of Breach
	13.3	Cure and Default
	13.3.1	Cure of Breach
	13.4	Right to Compel Performance
	13.5	Remedies Cumulative
14		Termination
	14.1	Termination
	14.2	[Reserved.]
	14.3	Cancellation By Interconnection Customer
	14.4	Survival of Rights
15		Force Majeure
	15.1	Notice
	15.2	Duration of Force Majeure
	15.3	Obligation to Make Payments
	15.4	Definition of Force Majeure
16		Subcontractors
	16.1	Use of Subcontractors
	16.2	Responsibility of Principal
	16.3	Indemnification by Subcontractors
	16.4	Subcontractors Not Beneficiaries
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Construction Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Construction Party Shall Disclose Confidential Information of Another Construction Party
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Information Access And Audit Rights
	18.1	Information Access
	18.2	Reporting of Non-Force Majeure Events
	18.3	Audit Rights
19		Disputes
	19.1	Submission
	19.2	Rights Under The Federal Power Act
	19.3	Equitable Remedies
20		Notices

	20.1	General
	20.2	Operational Contacts
21		Miscellaneous
	21.1	Regulatory Filing
	21.2	Waiver
	21.3	Amendments and Rights under the Federal Power Act
	21.4	Binding Effect
	21.5	Regulatory Requirements
22		Representations and Warranties
	22.1	General
ATTACHMENT P - SCHEDULE A		
		Site Plan
ATTACHMENT P - SCHEDULE B		
		Single-Line Diagram of Interconnection Facilities
ATTACHMENT P - SCHEDULE C		
		Transmission Owner Interconnection Facilities to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE D		
		Transmission Owner Interconnection Facilities to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE E		
		Merchant Network Upgrades to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE F		
		Merchant Network Upgrades to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE G		
		Customer Interconnection Facilities
ATTACHMENT P - SCHEDULE H		
		Negotiated Contract Option Terms
ATTACHMENT P - SCHEDULE I		
		Scope of Work
ATTACHMENT P - SCHEDULE J		
		Schedule of Work
ATTACHMENT P - SCHEDULE K		
		Applicable Technical Requirements and Standards
ATTACHMENT P - SCHEDULE L		
		Interconnection Customer's Agreement to Confirm with IRS Safe Harbor Provisions For Non-Taxable Status
ATTACHMENT P - SCHEDULE M		
		Schedule of Non-Standard Terms and Conditions
ATTACHMENT P - SCHEDULE N		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT Q		
		PJM Credit Policy
ATTACHMENT R		

	Lost Revenues Of PJM Transmission Owners And Distribution of Revenues Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost Revenues Under Attachment X, And Revenues From PJM Existing Transactions
ATTACHMENT S	Form of Transmission Interconnection Feasibility Study Agreement
ATTACHMENT T	Identification of Merchant Transmission Facilities
ATTACHMENT U	Independent Transmission Companies
ATTACHMENT V	Form of ITC Agreement
ATTACHMENT W	COMMONWEALTH EDISON COMPANY
ATTACHMENT X	Seams Elimination Cost Assignment Charges
	NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF PROCEDURES
	NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING REIEF PROCEDURES
	SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING RELIEF PROCEDURES
ATTACHMENT Y	Forms of Screens Process Interconnection Request (For Generation Facilities of 2 MW or less)
ATTACHMENT Z	Certification Codes and Standards
ATTACHMENT AA	Certification of Small Generator Equipment Packages
ATTACHMENT BB	Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW Interconnection Service Agreement
ATTACHMENT CC	Form of Certificate of Completion (Small Generating Inverter Facility No Larger Than 10 kW)
ATTACHMENT DD	Reliability Pricing Model
ATTACHMENT EE	Form of Upgrade Request
ATTACHMENT FF	[Reserved]
ATTACHMENT GG	Form of Upgrade Construction Service Agreement
	Article 1 – Definitions And Other Documents
	1.0 Defined Terms
	1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

- 2.0 New Service Customer Financial Responsibilities
- 2.1 Obligation to Provide Security
- 2.2 Failure to Provide Security
- 2.3 Costs
- 2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

- 3.0 No Transmission Service

Article 4 – Early Termination

- 4.0 Termination by New Service Customer

Article 5 – Rights

- 5.0 Rights
- 5.1 Amount of Rights Granted
- 5.2 Availability of Rights Granted
- 5.3 Credits

Article 6 – Miscellaneous

- 6.0 Notices
- 6.1 Waiver
- 6.2 Amendment
- 6.3 No Partnership
- 6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

**SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT
FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY
TRANSMISSION OWNER**

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

- 1.1 Affiliate
- 1.2 Applicable Laws and Regulations
- 1.3 Applicable Regional Reliability Council
- 1.4 Applicable Standards
- 1.5 Breach
- 1.6 Breaching Party
- 1.7 Cancellation Costs
- 1.8 Commission
- 1.9 Confidential Information
- 1.10 Constructing Entity
- 1.11 Control Area
- 1.12 Costs
- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act

- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term
 - 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades

- 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance
 - 11.8 Reporting Incidents
- 12.0 Indemnity
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing

- 12.5 Limitation on Damages
- 12.6 Limitation of Liability in Event of Breach
- 12.7 Limited Liability in Emergency Conditions
- 13.0 Breach, Cure And Default
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14.0 Termination
 - 14.1 Termination
 - 14.2 Cancellation By New Service Customer
 - 14.3 Survival of Rights
 - 14.4 Filing at FERC
- 15.0 Force Majeure
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
- 16.0 Confidentiality
 - 16.1 Term
 - 16.2 Scope
 - 16.3 Release of Confidential Information
 - 16.4 Rights
 - 16.5 No Warranties
 - 16.6 Standard of Care
 - 16.7 Order of Disclosure
 - 16.8 Termination of Upgrade Construction Service Agreement
 - 16.9 Remedies
 - 16.10 Disclosure to FERC or its Staff
 - 16.11 No Party Shall Disclose Confidential Information of Party 16.12
Information that is Public Domain
 - 16.13 Return or Destruction of Confidential Information
- 17.0 Information Access And Audit Rights
 - 17.1 Information Access
 - 17.2 Reporting of Non-Force Majeure Events
 - 17.3 Audit Rights
 - 17.4 Waiver
 - 17.5 Amendments and Rights under the Federal Power Act
 - 17.6 Regulatory Requirements
- 18.0 Representation and Warranties
 - 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects

- 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed
by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

**ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR
PJMSETTLEMENT, INC.**

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

**ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION
AGREEMENT**

**ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA
AS PARTY**

**ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST
REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM**

**ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA
AS PARTY**

**ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE
PJM REGION**

**ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY
AGREEMENT**

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 System Impact Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 System Impact Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)

**112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous)
or 5 MW or Less (Inverter-based)**

112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW

112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

113 Notices

114 Deactivation Avoidable Cost Credit

115 Deactivation Avoidable Cost Rate

116 Filing and Updating of Deactivation Avoidable Cost Rate

117 Excess Project Investment Required

118 Refund of Project Investment Reimbursement

118A Recovery of Project Investment

119 Cost of Service Recovery Rate

120 Cost Allocation

121 Performance Standards

122 Black Start Units

123-199 [Reserved]

**VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS
ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES**

Preamble

200 Applicability

201 Queue Position

**Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES
FOR NEW SERVICE REQUESTS**

202 Coordination with Affected Systems

203 System Impact Study Agreement

204 Tender of System Impact Study Agreement

205 System Impact Study Procedures

206 Facilities Study Agreement

207 Facilities Study Procedures

208 Expedited Procedures for Part II Requests

209 Optional Interconnection Studies

**210 Responsibilities of the Transmission Provider and Transmission
Owners**

**Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-
FUNDED UPGRADES**

211 Interim Interconnection Service Agreement

212 Interconnection Service Agreement

213 Upgrade Construction Service Agreement

214 Filing/Reporting of Agreements

215 Transmission Service Agreements

216 Interconnection Requests Designated as Market Solutions

217 Cost Responsibility for Necessary Facilities and Upgrades

- 218 New Service Requests Involving Affected Systems
- 219 Inter-queue Allocation of Costs of Transmission Upgrades
- 220 Advance Construction of Certain Network Upgrades
- 221 Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
- 222 Confidentiality
- 223 Confidential Information
- 224 – 229 [Reserved]
- Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES**
- 230 Capacity Interconnection Rights
- 231 Incremental Auction Revenue Rights
- 232 Transmission Injection Rights and Transmission Withdrawal Rights
- 233 Incremental Available Transfer Capability Revenue Rights
- 234 Incremental Capacity Transfer Rights
- 235 Incremental Deliverability Rights
- 236 Interconnection Rights for Certain Transmission Interconnections
- 237 IDR Transfer Agreements
- 238 – 299 [Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

- 300 Definitions
- 301 Transition Introduction
- 302 Site Control

Subpart B – AE1-AG1 TRANSITION CYCLE #1

- 303 Transition Eligibility
- 304 AE1-AG1 Expedited Process Eligibility

Subpart C – AG2-AH1 TRANSITION CYCLE #2

- 305 Introduction, Overview and Eligibility
- 306 Application Rules

Subpart D – PHASES AND DECISION POINTS

- 307 Introduction
- 308 Phase I
- 309 Decision Point I
- 310 Phase II
- 311 Decision Point II
- 312 Phase III
- 313 Decision Point III
- 314 Final Agreement Negotiation Phase

Subpart E – MISCELLANEOUS

- 315 Assignment of Project Identifier
- 316 Service Below The Meter Generator
- 317 Behind The Meter Generation
- 318 Base Case Data
- 319 Service on Merchant Transmission Facilities

320	Local Furnishing Bonds
321	Internal Dispute Resolution Procedures
322	Responsibilities of Transmission Provider and Transmission Owner
323	Additional Upgrades
324	IDR Transfer Agreement
325	Regional Transmission Expansion Plan
326	Transmission Owner Construction Obligation for Necessary Facilities and Upgrade
327	Confidentiality
328	Capacity Interconnection Rights
329	Incremental Rights
330	Rights for Transmission Interconnections
331	Milestones
332	Winter Capacity Interconnection Rights
333	Interconnection Studies Processing Time and Metrics
334	Transmission Provider Website Postings
Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS	
335	Wholesale Market Participation Agreement/Non-Jurisdictional Agreements
Subpart G – AFFECTED SYSTEM RULES	
336	Affected System Rules
Subpart H – UPGRADE REQUESTS	
337	Upgrade Requests
Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES	
338	Transmission Owner Initial Funding of Network Upgrades
339 – 399 [Reserved]	

VIII. NEW RULES, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

400	<i>Definitions</i>
401	<i>Applications for Cycle Process, Introduction</i>
402	<i>Applications for Cycle Process, Site Control</i>

Subpart B – APPLICATION RULES

403	<i>Application Rules</i>
-----	--------------------------

Subpart C – PHASES AND DECISION POINTS

404	<i>Introduction</i>
405	<i>Phase I</i>
406	<i>Decision Point I</i>
407	<i>Phase II</i>
408	<i>Decision Point II</i>
409	<i>Phase III</i>
410	<i>Decision Point III</i>

Subpart D – FINAL AGREEMENT NEGOTIATION PHASE

411	<i>Final Agreement Negotiation Phase</i>
-----	--

Subpart E – MISCELLANEOUS

- 412 *Assignment of Project Identifier*
- 413 *Service Below Generating Capability*
- 414 *Surplus Interconnection Service*
- 415 *Behind The Meter Generation*
- 416 *Base Case Data*
- 417 *Service on Merchant Transmission Facilities*
- 418 *Local Furnishing Bonds*
- 419 *Internal Dispute Resolution Procedures*
- 420 *Responsibilities of Transmission Provider and Transmission Owners*
- 421 *Additional Upgrades*
- 422 *IDR Transfer Agreement*
- 423 *Regional Transmission Expansion Plan*
- 424 *Transmission Owner Construction Obligation for Necessary Facilities and Upgrades*
- 425 *Confidentiality*
- 426 *Capacity Interconnection Rights*
- 427 *Incremental Rights*
- 428 *Rights for Transmission Interconnections*
- 429 *Milestones*
- 430 *Winter Capacity Interconnection Rights*
- 431 *Interconnection Studies Processing Time and Metrics*
- 432 *Transmission Provider Website Postings*
- Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS*
- 433 *Wholesale Market Participation Agreement/Non-Jurisdictional Agreements*
- Subpart G – AFFECTED SYSTEM RULES*
- 434 *Affected System Rules*
- Subpart H – UPGRADE REQUESTS*
- 435 *Upgrade Requests*
- Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES*
- 436 *Transmission Owner Initial Funding of Network Upgrades*
- 437 – 499 *[Reserved]*

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

- 500 Execution Deadlines**
- Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT**
- Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT
COMBINED WITH CONSTRUCTION SERVICE AGREEMENT**
- Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION
AGREEMENT**
- Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT**
- Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT**
- Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT**
- Subpart G – FORM OF NECESSARY STUDIES AGREEMENT**

Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT

Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT

Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT

Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT

Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY APPLICATION AND AGREEMENT

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery
SCHEDULE 9-OPSI
 OPSI Funding
SCHEDULE 9-CAPS
 CAPS Funding
SCHEDULE 9-FINCON
 Finance Committee Retained Outside Consultant
SCHEDULE 9-MMU
 MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
 North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
 Reliability First Corporation Charge
SCHEDULE 11
 [Reserved for Future Use]
SCHEDULE 11A
 Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
 Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
 Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
 Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
 Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
 Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
 Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
 Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
 Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
 Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
 Form of Service Agreement For Non-Firm Point-To-Point Transmission Service

ATTACHMENT C

Methodology To Assess Available Transfer Capability

ATTACHMENT C-1

Conversion of Service in the Dominion and Duquesne Zones

ATTACHMENT C-2

Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, ("DEOK") Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A
ATTACHMENT H-3E
Delmarva Power & Light Company Formula Rate Implementation Protocols
ATTACHMENT H-3F
Old Dominion Electric Cooperative Formula Rate – Appendix A
ATTACHMENT H-3G
Old Dominion Electric Cooperative Formula Rate Implementation Protocols
ATTACHMENT H-4
Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service
ATTACHMENT H-4A
Other Supporting Facilities - Jersey Central Power & Light Company
ATTACHMENT H-4B
Jersey Central Power & Light Company – [Reserved]
ATTACHMENT H-5
Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service
ATTACHMENT H-5A
Other Supporting Facilities -- Metropolitan Edison Company
ATTACHMENT H-6
Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service
ATTACHMENT H-6A
Other Supporting Facilities Charges -- Pennsylvania Electric Company
ATTACHMENT H-7
Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service
ATTACHMENT H-7A
PECO Energy Company Formula Rate Template
ATTACHMENT H-7B
PECO Energy Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-7C
PECO Energy Company Formula Rate Implementation Protocols
ATTACHMENT H-8
Annual Transmission Rates – PPL Group for Network Integration Transmission Service
ATTACHMENT H-8A
Other Supporting Facilities Charges -- PPL Electric Utilities Corporation
ATTACHMENT 8C
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT 8D
UGI Utilities, Inc. Formula Rate Implementation Protocols
ATTACHMENT 8E
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT H-8G
Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for Network Integration Transmission Service

ATTACHMENT H-10

Annual Transmission Rates -- Public Service Electric and Gas Company for Network Integration Transmission Service

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

Formula Rate Implementation Protocols – Public Service Electric and Gas Company

ATTACHMENT H-11

Annual Transmission Rates -- Allegheny Power for Network Integration Transmission Service

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

Annual Transmission Rates -- Rockland Electric Company for Network Integration Transmission Service

ATTACHMENT H-13

Annual Transmission Rates – Commonwealth Edison Company for Network Integration Transmission Service

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

Annual Transmission Rates – AEP East Operating Companies for Network Integration Transmission Service

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

Annual Transmission Rates -- The Dayton Power and Light Company for Network Integration Transmission Service

ATTACHMENT H-16

Annual Transmission Rates -- Virginia Electric and Power Company for Network Integration Transmission Service	
ATTACHMENT H-16A	
Formula Rate - Virginia Electric and Power Company	
ATTACHMENT H-16B	
Formula Rate Implementation Protocols - Virginia Electric and Power Company	
ATTACHMENT H-16C	
Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving Entities in the Dominion Zone	
ATTACHMENT H-16D – [Reserved]	
ATTACHMENT H-16E – [Reserved]	
ATTACHMENT H-16AA	
Virginia Electric and Power Company	
ATTACHMENT H-17	
Annual Transmission Rates -- Duquesne Light Company for Network Integration Transmission Service	
ATTACHMENT H-17A	
Duquesne Light Company Formula Rate – Appendix A	
ATTACHMENT H-17B	
Duquesne Light Company Formula Rate Implementation Protocols	
ATTACHMENT H-17C	
Duquesne Light Company Monthly Deferred Tax Adjustment Charge	
ATTACHMENT H-18	
Annual Transmission Rates – Trans-Allegheny Interstate Line Company	
ATTACHMENT H-18A	
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A	
ATTACHMENT H-18B	
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols	
ATTACHMENT H-19	
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.	
ATTACHMENT H-19A	
Potomac-Appalachian Transmission Highline, L.L.C. Summary	
ATTACHMENT H-19B	
Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate Implementation Protocols	
ATTACHMENT H-20	
Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP Zone	
ATTACHMENT H-20A	
AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate Implementation Protocols	
ATTACHMENT H-20A APPENDIX A	
Transmission Formula Rate Settlement for AEPTCo	
ATTACHMENT H-20B - Part I	
AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate Template	

ATTACHMENT H-20B - Part II

AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate Template

ATTACHMENT H-21

Annual Transmission Rates – American Transmission Systems, Inc. for Network Integration Transmission Service

ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI

ATTACHMENT H-21A Appendix B - ATSI

ATTACHMENT H-21A Appendix C - ATSI

ATTACHMENT H-21A Appendix C - ATSI [Reserved]

ATTACHMENT H-21A Appendix D – ATSI

ATTACHMENT H-21A Appendix E - ATSI

ATTACHMENT H-21A Appendix F – ATSI [Reserved]

ATTACHMENT H-21A Appendix G - ATSI

ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)

ATTACHMENT H-21B ATSI Protocol

ATTACHMENT H-22

Annual Transmission Rates – DEOK for Network Integration Transmission Service and Point-to-Point Transmission Service

ATTACHMENT H-22A

Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template

ATTACHMENT H-22B

DEOK Formula Rate Implementation Protocols

ATTACHMENT H-22C

Additional provisions re DEOK and Indiana

ATTACHMENT H-23

EP Rock springs annual transmission Rate

ATTACHMENT H-24

EKPC Annual Transmission Rates

ATTACHMENT H-24A APPENDIX A

EKPC Schedule 1A

ATTACHMENT H-24A APPENDIX B

EKPC RTEP

ATTACHMENT H-24A APPENDIX C

EKPC True-up

ATTACHMENT H-24A APPENDIX D

EKPC Depreciation Rates

ATTACHMENT H-24-B

EKPC Implementation Protocols

ATTACHMENT H-25 - [Reserved]

ATTACHMENT H-25A - [Reserved]

ATTACHMENT H-25B - [Reserved]

ATTACHMENT H-26

Transource West Virginia, LLC Formula Rate Template

ATTACHMENT H-26A

Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
Silver Run Electric, LLC Formula Rate Implementation Protocols
ATTACHMENT H-28
Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for
Network Integration Transmission Service
ATTACHMENT H-28A
Mid-Atlantic Interstate Transmission, LLC Formula Rate Template
ATTACHMENT H-28B
Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation
Protocols
ATTACHMENT H-29
Annual Transmission Rates – Transource Pennsylvania, LLC
ATTACHMENT H-29A
Transource Pennsylvania, LLC Formula Rate Template
ATTACHMENT H-29B
Transource Pennsylvania, LLC Formula Rate Implementation Protocols
ATTACHMENT H-30
Annual Transmission Rates – Transource Maryland, LLC
ATTACHMENT H-30A
Transource Maryland, LLC Formula Rate Template
ATTACHMENT H-30B
Transource Maryland, LLC Formula Rate Implementation Protocols
ATTACHMENT H-31
Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for
Network Integration Transmission Service
ATTACHMENT H-32
Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC
ATTACHMENT H-32A
AMP Transmission, LLC - Formula Rate Template
ATTACHMENT H-32B
AMP Transmission, LLC - Formula Rate Implementation Protocols
ATTACHMENT H-32C
Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC
for Network Integration Transmission Service
ATTACHMENT H-33
Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana,
Inc.
ATTACHMENT H-33A
NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate
Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

**Annual Transmission Rates -- Non-Zone Network Load for Network Integration
Transmission Service**

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones

ATTACHMENT K

Transmission Congestion Charges and Credits

Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas

- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination
- 4. **[Reserved For Future Use]**
- 5. **CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES**
 - 5.1 Transmission Congestion Charge Calculation
 - 5.2 Transmission Congestion Credit Calculation
 - 5.3 Unscheduled Transmission Service (Loop Flow)
 - 5.4 Transmission Loss Charge Calculation
 - 5.5 Distribution of Total Transmission Loss Charges
 - 5.6 Transmission Constraint Penalty Factors
- 6. **“MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters – Parameter-Limited Schedules
- 6A. **[Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. **FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJMSettlement as Counterparty
- 8. **EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance

- 8.10 Non-Hourly Metered Customer Pilot
- 8.11 Emergency Load Response and Pre-Emergency Load Response Participant Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

Energy Procedure Manual for Determining Supplier Peak Load Share Procedures for Load Determination

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement
ATTACHMENT N-2

Form of Facilities Study Agreement
ATTACHMENT N-3

Form of Optional Interconnection Study Agreement
ATTACHMENT O

Form of Interconnection Service Agreement

- 1.0 Parties
- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the
Customer Facility) to be Interconnected with the Transmission System in the PJM
Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
 - 4.1 Attachment Facilities Charge
 - 4.2 Network Upgrades Charge
 - 4.3 Local Upgrades Charge
 - 4.4 Other Charges
 - 4.5 Cost breakdown

4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

- 1 Commencement, Term of and Conditions Precedent to Interconnection Service**
 - 1.1 Commencement Date
 - 1.2 Conditions Precedent
 - 1.3 Term
 - 1.4 Initial Operation
 - 1.4A Other Interconnection Options
 - 1.5 Survival
- 2 Interconnection Service**
 - 2.1 Scope of Service
 - 2.2 Non-Standard Terms
 - 2.3 No Transmission Services
 - 2.4 Use of Distribution Facilities
 - 2.5 Election by Behind The Meter Generation
- 3 Modification Of Facilities**
 - 3.1 General
 - 3.2 Interconnection Request
 - 3.3 Standards
 - 3.4 Modification Costs
- 4 Operations**
 - 4.1 General
 - 4.2 [Reserved]
 - 4.3 Interconnection Customer Obligations
 - 4.4 Transmission Interconnection Customer Obligations
 - 4.5 Permits and Rights-of-Way
 - 4.6 No Ancillary Services
 - 4.7 Reactive Power
 - 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
 - 4.9 System Protection and Power Quality
 - 4.10 Access Rights
 - 4.11 Switching and Tagging Rules
 - 4.12 Communications and Data Protocol
 - 4.13 Nuclear Generating Facilities
- 5 Maintenance**
 - 5.1 General
 - 5.2 [Reserved]
 - 5.3 Outage Authority and Coordination
 - 5.4 Inspections and Testing
 - 5.5 Right to Observe Testing
 - 5.6 Secondary Systems
 - 5.7 Access Rights
 - 5.8 Observation of Deficiencies
- 6 Emergency Operations**

- 6.1 Obligations
- 6.2 Notice
- 6.3 Immediate Action
- 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**
 - 8.1 General
 - 8.2 Standards
 - 8.3 Testing of Metering Equipment
 - 8.4 Metering Data
 - 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person

- 14.4 Amount Owing
- 14.5 Limitation on Damages
- 14.6 Limitation of Liability in Event of Breach
- 14.7 Limited Liability in Emergency Conditions
- 15 Breach, Cure And Default**
 - 15.1 Breach
 - 15.2 Continued Operation
 - 15.3 Notice of Breach
 - 15.4 Cure and Default
 - 15.5 Right to Compel Performance
 - 15.6 Remedies Cumulative
- 16 Termination**
 - 16.1 Termination
 - 16.2 Disposition of Facilities Upon Termination
 - 16.3 FERC Approval
 - 16.4 Survival of Rights
- 17 Confidentiality**
 - 17.1 Term
 - 17.2 Scope
 - 17.3 Release of Confidential Information
 - 17.4 Rights
 - 17.5 No Warranties
 - 17.6 Standard of Care
 - 17.7 Order of Disclosure
 - 17.8 Termination of Interconnection Service Agreement
 - 17.9 Remedies
 - 17.10 Disclosure to FERC or its Staff
 - 17.11 No Interconnection Party Shall Disclose Confidential Information
 - 17.12 Information that is Public Domain
 - 17.13 Return or Destruction of Confidential Information
- 18 Subcontractors**
 - 18.1 Use of Subcontractors
 - 18.2 Responsibility of Principal
 - 18.3 Indemnification by Subcontractors
 - 18.4 Subcontractors Not Beneficiaries
- 19 Information Access And Audit Rights**
 - 19.1 Information Access
 - 19.2 Reporting of Non-Force Majeure Events
 - 19.3 Audit Rights
- 20 Disputes**
 - 20.1 Submission
 - 20.2 Rights Under The Federal Power Act
 - 20.3 Equitable Remedies
- 21 Notices**
 - 21.1 General
 - 21.2 Emergency Notices

	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties
	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
Customer Facility Location/Site Plan		
ATTACHMENT O - SCHEDULE B		
Single-Line Diagram		
ATTACHMENT O - SCHEDULE C		
List of Metering Equipment		
ATTACHMENT O - SCHEDULE D		
Applicable Technical Requirements and Standards		
ATTACHMENT O - SCHEDULE E		
Schedule of Charges		
ATTACHMENT O - SCHEDULE F		
Schedule of Non-Standard Terms & Conditions		
ATTACHMENT O - SCHEDULE G		
Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status		
ATTACHMENT O - SCHEDULE H		
Interconnection Requirements for a Wind Generation Facility		
ATTACHMENT O - SCHEDULE I		
Interconnection Specifications for an Energy Storage Resource		
ATTACHMENT O - SCHEDULE J		
Schedule of Terms and Conditions for Surplus Interconnection Service		
ATTACHMENT O - SCHEDULE K		
Requirements for Interconnection Service Below Full Electrical Generating Capability		
ATTACHMENT O-1		
Form of Interim Interconnection Service Agreement		
ATTACHMENT O-2		
Form of Network Upgrade Funding Agreement		
ATTACHMENT P		
Form of Interconnection Construction Service Agreement		
1.0		Parties

- 2.0 Authority
- 3.0 Customer Facility
- 4.0 Effective Date and Term
 - 4.1 Effective Date
 - 4.2 Term
 - 4.3 Survival
- 5.0 Construction Responsibility
- 6.0 [Reserved.]
- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control Hardware and Software is Essential to Ensure Day-to-Day Reliability and Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant Network Upgrades
 - 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs

	3.4.2	Duration of Suspension
	3.5	Right to Complete Transmission Owner Interconnection Facilities
	3.6	Suspension of Work Upon Default
	3.7	Construction Reports
	3.8	Inspection and Testing of Completed Facilities
	3.9	Energization of Completed Facilities
	3.10	Interconnected Transmission Owner's Acceptance of Facilities Constructed by Interconnection Customer
4		Transmission Outages
	4.1	Outages; Coordination
5		Land Rights; Transfer of Title
	5.1	Grant of Easements and Other Land Rights
	5.2	Construction of Facilities on Interconnection Customer Property
	5.3	Third Parties
	5.4	Documentation
	5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
	5.6	Liens
6		Warranties
	6.1	Interconnection Customer Warranty
	6.2	Manufacturer Warranties
7		[Reserved.]
8		[Reserved.]
9		Security, Billing And Payments
	9.1	Adjustments to Security
	9.2	Invoice
	9.3	Final Invoice
	9.4	Disputes
	9.5	Interest
	9.6	No Waiver
10		Assignment
	10.1	Assignment with Prior Consent
	10.2	Assignment Without Prior Consent
	10.3	Successors and Assigns
11		Insurance
	11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
	11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
	11.2	Additional Insureds
	11.3	Other Required Terms
	11.3A	No Limitation of Liability
	11.4	Self-Insurance
	11.5	Notices; Certificates of Insurance
	11.6	Subcontractor Insurance

- 11.7 Reporting Incidents
- 12 Indemnity**
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing
 - 12.5 Limitation on Damages
 - 12.6 Limitation of Liability in Event of Breach
 - 12.7 Limited Liability in Emergency Conditions
- 13 Breach, Cure And Default**
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.3.1 Cure of Breach
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14 Termination**
 - 14.1 Termination
 - 14.2 [Reserved.]
 - 14.3 Cancellation By Interconnection Customer
 - 14.4 Survival of Rights
- 15 Force Majeure**
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
 - 15.4 Definition of Force Majeure
- 16 Subcontractors**
 - 16.1 Use of Subcontractors
 - 16.2 Responsibility of Principal
 - 16.3 Indemnification by Subcontractors
 - 16.4 Subcontractors Not Beneficiaries
- 17 Confidentiality**
 - 17.1 Term
 - 17.2 Scope
 - 17.3 Release of Confidential Information
 - 17.4 Rights
 - 17.5 No Warranties
 - 17.6 Standard of Care
 - 17.7 Order of Disclosure
 - 17.8 Termination of Construction Service Agreement
 - 17.9 Remedies
 - 17.10 Disclosure to FERC or its Staff
 - 17.11 No Construction Party Shall Disclose Confidential Information of Another Construction Party 17.12 Information that is Public Domain
 - 17.13 Return or Destruction of Confidential Information
- 18 Information Access And Audit Rights**

- 18.1 Information Access
- 18.2 Reporting of Non-Force Majeure Events
- 18.3 Audit Rights
- 19 Disputes**
 - 19.1 Submission
 - 19.2 Rights Under The Federal Power Act
 - 19.3 Equitable Remedies
- 20 Notices**
 - 20.1 General
 - 20.2 Operational Contacts
- 21 Miscellaneous**
 - 21.1 Regulatory Filing
 - 21.2 Waiver
 - 21.3 Amendments and Rights under the Federal Power Act
 - 21.4 Binding Effect
 - 21.5 Regulatory Requirements
- 22 Representations and Warranties**
 - 22.1 General

ATTACHMENT P - SCHEDULE A

Site Plan

ATTACHMENT P - SCHEDULE B

Single-Line Diagram of Interconnection Facilities

ATTACHMENT P - SCHEDULE C

**Transmission Owner Interconnection Facilities to be Built by Interconnected
Transmission Owner**

ATTACHMENT P - SCHEDULE D

**Transmission Owner Interconnection Facilities to be Built by Interconnection
Customer Pursuant to Option to Build**

ATTACHMENT P - SCHEDULE E

Merchant Network Upgrades to be Built by Interconnected Transmission Owner

ATTACHMENT P - SCHEDULE F

**Merchant Network Upgrades to be Built by Interconnection Customer
Pursuant to Option to Build**

ATTACHMENT P - SCHEDULE G

Customer Interconnection Facilities

ATTACHMENT P - SCHEDULE H

Negotiated Contract Option Terms

ATTACHMENT P - SCHEDULE I

Scope of Work

ATTACHMENT P - SCHEDULE J

Schedule of Work

ATTACHMENT P - SCHEDULE K

Applicable Technical Requirements and Standards

ATTACHMENT P - SCHEDULE L

**Interconnection Customer's Agreement to Confirm with IRS Safe Harbor
Provisions For Non-Taxable Status**

ATTACHMENT P - SCHEDULE M

Schedule of Non-Standard Terms and Conditions

ATTACHMENT P - SCHEDULE N

Interconnection Requirements for a Wind Generation Facility

ATTACHMENT Q

PJM Credit Policy

ATTACHMENT R

Lost Revenues Of PJM Transmission Owners And Distribution of Revenues

Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost

Revenues Under Attachment X, And Revenues From PJM Existing Transactions

ATTACHMENT S

Form of Transmission Interconnection Feasibility Study Agreement

ATTACHMENT T

Identification of Merchant Transmission Facilities

ATTACHMENT U

Independent Transmission Companies

ATTACHMENT V

Form of ITC Agreement

ATTACHMENT W

COMMONWEALTH EDISON COMPANY

ATTACHMENT X

Seams Elimination Cost Assignment Charges

NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF

PROCEDURES

NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING RELIEF

PROCEDURES

SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING

RELIEF PROCEDURES

ATTACHMENT Y

**Forms of Screens Process Interconnection Request (For Generation Facilities of 2
MW or less)**

ATTACHMENT Z

Certification Codes and Standards

ATTACHMENT AA

Certification of Small Generator Equipment Packages

ATTACHMENT BB

Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW

Interconnection Service Agreement

ATTACHMENT CC

Form of Certificate of Completion

(Small Generating Inverter Facility No Larger Than 10 kW)

ATTACHMENT DD

Reliability Pricing Model

ATTACHMENT EE

Form of Upgrade Request

ATTACHMENT FF

[Reserved]

ATTACHMENT GG

Form of Upgrade Construction Service Agreement

Article 1 – Definitions And Other Documents

1.0 Defined Terms

1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

2.0 New Service Customer Financial Responsibilities

2.1 Obligation to Provide Security

2.2 Failure to Provide Security

2.3 Costs

2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

3.0 No Transmission Service

Article 4 – Early Termination

4.0 Termination by New Service Customer

Article 5 – Rights

5.0 Rights

5.1 Amount of Rights Granted

5.2 Availability of Rights Granted

5.3 Credits

Article 6 – Miscellaneous

6.0 Notices

6.1 Waiver

6.2 Amendment

6.3 No Partnership

6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

**SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT
FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY
TRANSMISSION OWNER**

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

1.1 Affiliate

1.2 Applicable Laws and Regulations

1.3 Applicable Regional Reliability Council

1.4 Applicable Standards

1.5 Breach

1.6 Breaching Party

1.7 Cancellation Costs

1.8 Commission

1.9 Confidential Information

1.10 Constructing Entity

1.11 Control Area

1.12 Costs

- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act
- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term

- 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades
 - 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance

	11.8	Reporting Incidents	
12.0		Indemnity	
	12.1	Indemnity	
	12.2	Indemnity Procedures	
	12.3	Indemnified Person	
	12.4	Amount Owing	
	12.5	Limitation on Damages	
	12.6	Limitation of Liability in Event of Breach	
	12.7	Limited Liability in Emergency Conditions	
13.0		Breach, Cure And Default	
	13.1	Breach	
	13.2	Notice of Breach	
	13.3	Cure and Default	
	13.4	Right to Compel Performance	
	13.5	Remedies Cumulative	
14.0		Termination	
	14.1	Termination	
	14.2	Cancellation By New Service Customer	
	14.3	Survival of Rights	
	14.4	Filing at FERC	
15.0		Force Majeure	
	15.1	Notice	
	15.2	Duration of Force Majeure	
	15.3	Obligation to Make Payments	
16.0		Confidentiality	
	16.1	Term	
	16.2	Scope	
	16.3	Release of Confidential Information	
	16.4	Rights	
	16.5	No Warranties	
	16.6	Standard of Care	
	16.7	Order of Disclosure	
	16.8	Termination of Upgrade Construction Service Agreement	
	16.9	Remedies	
	16.10	Disclosure to FERC or its Staff	
	16.11	No Party Shall Disclose Confidential Information of Party	16.12
		Information that is Public Domain	
	16.13	Return or Destruction of Confidential Information	
17.0		Information Access And Audit Rights	
	17.1	Information Access	
	17.2	Reporting of Non-Force Majeure Events	
	17.3	Audit Rights	
	17.4	Waiver	
	17.5	Amendments and Rights under the Federal Power Act	
	17.6	Regulatory Requirements	
18.0		Representation and Warranties	

- 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects
 - 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR PJMSETTLEMENT, INC.

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION AGREEMENT

ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA AS PARTY

ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM

ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA AS PARTY

ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE PJM REGION

ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY AGREEMENT

Tariff, Part VII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VII, Subpart I, section 338
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VII, Subpart I, section 338, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which an Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 338, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 338.

(g) Nothing in this section 338 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VII, Subpart E, except to the extent the applicable terms of Tariff, Part VII, Subpart E provide otherwise.

Tariff, Part VII, sections 339 – 399
[Reserved]

Tariff, Part VIII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VIII, Subpart I, section 436
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VIII, Subpart I section 436, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which a Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that a Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 436, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 436.

(g) Nothing in this section 436 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VIII, Subpart E, except to the extent the applicable terms of Tariff, Part VIII, Subpart E provide otherwise.

Tariff, Part VIII, sections 437 – 499
[Reserved]

Tariff, Part IX, Subpart M

FORM OF

NETWORK UPGRADE FUNDING AGREEMENT

FORM OF NETWORK UPGRADE FUNDING AGREEMENT

By and Among

PJM Interconnection, L.L.C.

and

[Generation Project Developer]

and

[Transmission Owner]

(PJM Queue Position #____)

Network Upgrade Funding Agreement

for

(PJM Queue Position #____)

This Network Upgrade Funding Agreement (“NUFA”) is entered into by and among [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Generation Project Developer” or “[short name]”), [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Transmission Owner” or “[short name]”), and PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”) to compensate Transmission Owner for upgrades and additions to its transmission system (“Network Upgrades”) necessary for Interconnection Service for the Generation Project Developer’s Generating Facility under the PJM Open Access Transmission Tariff (“PJM Tariff” or “Tariff”). Generation Project Developer, Transmission Owner, and PJM are each referred to as “Party,” and collectively, as “Parties.”

WHEREAS, the Parties entered into that certain Generation Interconnection Agreement (“GIA”) associated with Queue Position No. [____] (“GIA”);

WHEREAS, the Interconnection Service necessary for Queue Position No. [____] requires Transmission Owner to install Network Upgrade(s) on Transmission Owner’s transmission system consisting of Network Upgrade(s) identified in Schedule A in order for Transmission Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, in accordance with the PJM Tariff in effect at the time the GIA was executed, the Transmission Owner has elected the self-fund option described in Tariff, Part VII, Subpart I, Section 338 or Tariff, Part VIII, Subpart I, Section 436, and therefore will recover the return of and on the initial capital cost of the following Network Upgrade(s) from Generation Project Developer through this NUFA, as set forth in Schedule A herein;

WHEREAS, the Transmission Owner will fund, own, operate and maintain the Network Upgrade(s);

WHEREAS, the PJM Tariff in effect at the time of execution of the GIA requires the Parties to enter into a network upgrade funding agreement in the form provided in Tariff, Part IX, Subpart M if the Transmission Owner elects to self-fund the initial capital cost of the Network Upgrades;

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties hereby agree that Transmission Owner shall recover from Generation Project Developer the return of and on the initial capital cost of the Network Upgrade(s), under the following terms and conditions:

1. **Definitions.** Capitalized terms used in this NUFA that are not otherwise defined herein shall have the meaning provided in the PJM Tariff.

2. **Effective Date and Term.** Unless terminated earlier by mutual agreement, the effective date of this NUFA shall be the date it is executed by all Parties, or such other date as specified by FERC (the “Effective Date”). This NUFA shall continue until two hundred forty (240) months of payments for each Network Upgrade governed by this NUFA have been collected by the Transmission Provider and paid to the Transmission Owner, unless the Parties

mutually agree on a different term for this NUFA, including but not limited to a term that is consistent with the term of the GIA, or such other date as mutually agreed to by the Parties from the Effective Date (“Term”).

3. **Network Upgrade Charge.**

3.1 **Monthly Payments.** Beginning with the month following notification from Transmission Owner to Generation Project Developer and Transmission Provider, consistent with the notice requirements of Section 10.1, that a Network Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this NUFA, Transmission Provider shall invoice Generation Project Developer on behalf of the Transmission Owner, for the amount of monthly revenue requirement for that Network Upgrade. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Monthly Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.2 **Annual Payments.** Alternatively, Generation Project Developer may elect to switch from receiving monthly invoices from the Transmission Provider for the Network Upgrades to an annual invoice after the first day of the next Rate Year for the Transmission Owner following the In-Service Date of the last Network Upgrade governed by this NUFA. Rate Year shall be defined by the Transmission Owner’s Formula Rate Protocols. If Generation Project Developer chooses to receive annual bills, Transmission Provider shall bill Generation Project Developer the equivalent of twelve (12) months of payments for each calendar year until the first Network Upgrade under this NUFA to be placed in service has less than twelve (12) months of payments owing in a calendar year, after which Transmission Provider shall resume billing Generation Project Developer on a monthly basis for each Network Upgrade. In no event shall the total amount paid by Generation Project Developer for a Network Upgrade be less than the equivalent amount due if there were instead monthly payments for the entire Term of this NUFA. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Annual Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.3 **Initial Payments.** The initial Payment(s) shall be based on the Estimated Network Upgrade Initial Capital Cost (“ENUC”) and is set forth in the table below.

Description	Amount
ENUC (<i>Schedule B, Line ____</i>)	\$_____
Levelized Fixed Charge Rate (<i>Schedule B, Line ____</i>)	_____ %
Annual revenue requirement (<i>Schedule B, Line ____</i>)	\$_____
Payment (<i>Schedule B, Line ____</i>)	\$_____

3.4 **Updates to Payments.** The Generation Project Developer payment amount for the Network Upgrade(s) shall be updated as Network Upgrades subject to this NUFA are placed in service and shall be re-calculated annually to be effective on the first day of the Rate Year for the Transmission Owner by updating certain inputs to the formula shown in Schedule B

of this NUFA (“Formula”), and rounded to the nearest whole dollar. The Formula calculates a levelized fixed charge rate (“Levelized Fixed Charge Rate”) and the payment amount based on the ENUC or the Actual Network Upgrade Initial Capital Cost (“ANUC”), as applicable, the Term of this NUFA in years, and certain historic, actual data from the Transmission Owner’s transmission formula rate included in Tariff, Attachment H (“Transmission Formula Rate”) or successor rate under the PJM Tariff, including but not limited to: (i) the Transmission Owner’s combined tax rate, (ii) the amounts of Transmission Owner interest on long-term debt, (iii) the long-term debt and common equity balances, and (iv) Transmission Owner’s FERC-approved return on equity. Beginning on the first day of the Transmission Owner’s Rate Year of the first or second calendar year following the In-Service Date, as applicable based on when the ANUC is determined, and each subsequent Rate Year thereafter, the payment amount shall be updated based on the Transmission Owner’s Transmission Formula Rate using data from the previous calendar year and the ANUC. Any adjustment to the relevant inputs to Transmission Owner’s Transmission Formula Rate or successor rate under the PJM Tariff used in the Formula shall require a recalculation of the Formula for the period to which such adjustment applies and shall require revised payment amounts, as well as refunds or surcharges, as necessary. Transmission Owner shall provide Generation Project Developer with notice each year of the change in payment amount as a result of annual changes to its Transmission Formula Rate.

3.5 Information Sharing. The Transmission Owner and Generation Project Developer shall make available to the other Parties information necessary to verify costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this NUFA; provided, however, that the Parties shall not use such information for purposes other than those set forth in this Section 3 and to enforce their rights under this NUFA.

3.6 Audit. Subject to the requirements of confidentiality under Section 9.2 of this NUFA: (i) the accounts and records related to the design, engineering, procurement, and construction of the Network Upgrades and/or System Protection Facilities shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Network Upgrade; (ii) the accounts and records related to the one-time true-up adjustment provided for in Section 3.7 shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment is reflected in the Generation Project Developer’s invoice; and (iii) the accounts and records related to the annual inputs to the Formula shall be subject to audit for a period of twelve (12) months following each year’s Formula update in accordance with this Section 3. Generation Project Developer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit such accounts and records. Any audit authorized by this Section 3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this NUFA.

3.7 Payment True-Up to Actual Costs. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the ANUC is known and all costs associated with the ENUC have been accounted for. The true-up adjustment will be equal to the difference between payments collected to-date and what the payments to-date would have been if the payments had been calculated using the ANUC. The true-up adjustment, either as a credit due or charge to the Generation Project Developer, shall be included in the Generation Project

Developer's next payment due, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date and will be determined based on the Commission's regulations at 18 C.F.R. § 35.19a. Transmission Provider will invoice Generation Project Developer upon determination of the true-up in accordance with this Section 3.7.

4. **Security**

4.1 **Provision of Security; Updating Security Amount.** The Generation Project Developer shall provide a letter of credit from a reasonably acceptable provider, or other form of reasonably acceptable security that names either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner as applicable, as the beneficiary in an amount equal to the ENUC (the "Security"). The Generation Project Developer shall have the option to provide the Security to either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner and shall notify all Parties of its election within ten (10) days of receipt of the NUFA from the Transmission Provider. The entity whom the Generation Project Developer chooses to provide with the Security, either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner, shall determine whether the letter of credit or other form of security is reasonably acceptable. The Security shall be provided to Transmission Provider or Transmission Owner, as applicable, by Generation Project Developer pursuant to this Section 4.1 within the later of: (i) forty-five (45) days of the execution of this NUFA by all Parties; (ii) forty-five (45) days of acceptance of this NUFA by FERC if this NUFA is filed unexecuted and the Security is being protested by Generation Project Developer; or (iii) forty-five (45) days of the date of filing of this NUFA if it is filed unexecuted and the Security is not being protested by Generation Project Developer. To the extent that the Generation Project Developer has provided Security under the GIA for any portion of the Network Upgrades covered by the NUFA, the Security required under this NUFA shall be reduced by the amount of Security required under the GIA for such Network Upgrades. Prior to the release of the Security under the GIA for the Network Upgrades by the Transmission Provider, the Generation Project Developer shall provide additional Security to the Transmission Owner or Transmission Provider, as applicable, under this NUFA in an amount that is equal to the amount of Security for the Network Upgrades released under the GIA. The Security provided under the GIA may be applied to satisfy the Security requirements under the NUFA if the form, terms, and provider of the Security provided under the GIA allow it. In no event shall Generation Project Developer allow Security to lapse between the GIA and this NUFA. The Generation Project Developer must maintain the Security required under this NUFA or the GIA at all times. Likewise, in no event shall Generation Project Developer be required to maintain concurrently the full amount of Security under the GIA and the full amount of Security under this NUFA. The Security may be adjusted to an amount equal to the ANUC after such time that the one-time true-up adjustment as described in Section 3.7 is completed for each Network Upgrade. The Security shall remain with Transmission Provider or Transmission Owner, as applicable, for the remaining months of the Term. At Generation Project Developer's discretion, such Security may be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) of the ANUC of each Network Upgrade on the first anniversary of the In-Service Date of that Network Upgrade and may continue to be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) each year over the Term of this NUFA, provided that any such reduction in the amount

of Security must be evidenced to either the Transmission Provider or the Transmission Owner, as applicable, in the form of a revised form of Security reasonably acceptable to the Transmission Owner.

4.2 Draws on Security. In the event Generation Project Developer fails to make a payment by the Monthly Due Date or Annual Due Date, as applicable, Transmission Provider or Transmission Owner, as applicable, shall be entitled to draw on the Security posted by Generation Project Developer in the amount of the missed Payments as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Generation Project Developer fails to make payment by the Monthly Due Date or Annual Due Date, as applicable, and Security has been depleted, Generation Project Developer shall provide to the Transmission Provider (for the benefit of the Transmission Owner) or Transmission Owner, as applicable based on the election in Section 4.1 new irrevocable security, in a form reasonably acceptable ("New Security") within thirty (30) days of the holder's demand for New Security.

4.3 Security Requirements. Security shall remain in place until expiration of this NUFA. Any Security provided by Generation Project Developer must be kept active, must continue to meet the security requirements of the Transmission Owner or the Transmission Provider, as applicable, and must be available to Transmission Provider or Transmission Owner, as applicable, for the purpose of making payments under this NUFA in the event that Generation Project Developer fails to make such payment. Any fees or costs associated with the provision of security are the responsibility of the Generation Project Developer.

4.4 Tax Gross-Up. Generation Project Developer acknowledges that the construction of the Network Upgrade(s) under the GIA could be subject to tax gross-up, as applicable, upon the Generation Project Developer's default under this NUFA and that the Security provided hereunder could be used to cover such obligations.

5. Breach, Default, and Cross-Default

5.1 General. Upon a Breach of this NUFA, the non-breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to all non-breaching Parties. The Breaching Party shall have thirty (30) days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within thirty (30) days, the Breaching Party shall commence such cure within thirty (30) days after notice thereof and shall continuously and diligently complete such cure within ninety (90) days from receipt of the notice of Breach. If cured within such time provided by the foregoing, the Breach specified in such notice shall be deemed cured and treated by the Parties as if it had not occurred. If a Breach is not cured as provided in this Section 5.1, or is not capable of being cured within the period provided for herein, the Breaching Party shall be in default under this NUFA.

5.2 Generation Project Developer Default. Generation Project Developer shall be in default of this NUFA if Generation Project Developer: (i) fails to make two (2) consecutive monthly Payments when due or be more than sixty (60) days late in providing an annual payment; provided that, Transmission Provider has given Generation Project Developer notice of and Generation Project Developer has failed to cure such late payments consistent with

Section 5.1; (ii) fails to provide New Security within thirty (30) days of the demand for New Security consistent with Section 4.2; (iii) terminates operation of its Generating Facility prior to the end of the Term of this NUFA; or (iv) is declared to be in Default under its GIA. In the event of default, Generation Project Developer shall promptly pay to Transmission Provider all Payments still owed under this NUFA. In the event that Generation Project Developer does not promptly pay all amounts due and owing to the Transmission Provider, the Transmission Provider may draw on the remaining balance of the Security provided by the Generation Project Developer. This payment or draw on the Security does not limit any and all rights and remedies available to the Transmission Provider or Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this NUFA. Generation Project Developer shall indemnify Transmission Provider and Transmission Owner for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed for the remaining months, including, as applicable, any tax gross-up obligations under this NUFA.

5.3 Transmission Owner Default. Transmission Owner shall be in default of this NUFA if Transmission Owner: (i) fails to provide Generation Project Developer with any of the information access and audit rights provided in Section 3.6; (ii) such failure is not cured following notice from Generation Project Developer as provided in Section 5.1; and (iii) such failure has a material adverse effect on Generation Project Developer's ability to perform under this NUFA.

5.4 Cross-Default. This NUFA is a requirement for Interconnection Service under the PJM Tariff when an Transmission Owner has elected to fund the capital for the Network Upgrades and shall be subject to the terms and conditions of the PJM Tariff, including the rights to termination of Interconnection Service. Notwithstanding anything to the contrary contained in this NUFA, a Breach by Generation Project Developer of any provision, covenant or other term or condition contained in this NUFA shall be considered a Breach under the Generation Project Developer's GIA referenced in the recitals to this NUFA. An event of default by Generation Project Developer under Section 5.2 hereof shall, after the passage of all applicable notice and cure or grace periods, be considered a default under this NUFA and a default of the Generation Project Developer's GIA referenced in the recitals to this NUFA. Transmission Owner and Transmission Provider shall be entitled (but in no event required) in an event of such dual Breach or default to apply all rights and remedies available in this NUFA and the GIA by reason of a Breach or default.

5.5 Notice of Default. In the event of a default under Generation Project Developer's GIA, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owners that have FERC-filed service agreements with Generation Project Developer under the PJM Tariff.

6. Reimbursed Network Upgrades

Following the execution of this NUFA, if the Transmission Provider determines that any portion of the costs of the Network Upgrades covered by this NUFA should be allocated to one or more subsequent Generating Facilities ("New Customer(s)"), the Parties shall amend this NUFA and/or enter into new agreements in the form provided in Tariff, Attachment O-2 to

reflect Generation Project Developer and New Customer's (or New Customers') respective responsibility for the remaining costs of the Network Upgrade subject to this NUFA based on the effective date of New Customer's GIA.

7. **Assignment**

This NUFA shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this NUFA or their related contractual rights without the prior written consent of the other Parties, which prior written consents shall be not be unreasonably withheld or delayed; provided that the assignee is at least as creditworthy as the assigning Party and the assignee of the Generation Project Developer shall provide Transmission Owner with Security as contemplated herein; and provided further that Generation Project Developer shall have the right to assign this NUFA, without the consent of either the Transmission Provider or the Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Generation Project Developer will promptly notify Transmission Provider and Transmission Owner of any such assignment. No assignment of this NUFA shall release or discharge any Party from their future obligations hereunder unless all such obligations are assumed by the successor or assignee of that Party in writing.

8. **No Transmission Service**

The execution of a NUFA does not constitute a request for transmission service, or entitle Generation Project Developer to receive transmission service, under Tariff, Part II or Tariff, Part III. Nor does the execution of an NUFA obligate Transmission Owner or Transmission Provider to procure, supply or deliver to Generation Project Developer or the Generating Facility any energy, capacity, Ancillary Services or Station Power (and any associated distribution services).

9. **Miscellaneous**

9.1 **Entire Agreement.** This NUFA represents the entire agreement among the Parties with reference to payment terms for the Network Upgrade(s) provided by Transmission Owner for Generation Project Developer under the GIA. This NUFA may not be amended, modified, or waived other than by a written document signed by all Parties.

9.2 **Confidentiality**

9.2.1 **Definition.** Confidential Information under this NUFA shall have the same meaning as provided in the PJM Tariff. Critical Energy/Electric Infrastructure Information ("CEII") shall have the meaning provided in 18 C.F.R. § 388.113(c)(1)-(2).

9.2.2 **Term.** During the Term of this NUFA, and for a period of three (3) years after the expiration or termination of the NUFA, except as otherwise provided in this Section 9.2 or with regard to CEII, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any other Party. In addition to being treated as Confidential Information hereunder, CEII shall be treated in accordance with Commission policy and regulations.

9.2.3 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this NUFA; or (vi) is required, in accordance with Section 9.2.8, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this NUFA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

9.2.4 Release of Confidential Information. No Party shall disclose Confidential Information to any other person, except to its Affiliates (limited by the Commission's Standards of Conduct for Transmission Providers, 18 C.F.R. Part 358), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Generation Project Developer, or to potential purchasers or assignees of Generation Project Developer, on a need-to-know basis in connection with this NUFA, unless such person has first been advised of the confidentiality provisions of this Section 9.2 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 9.2.

9.2.5 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure. Nothing in this NUFA shall limit or otherwise modify Transmission Provider's rights and obligations with respect to Confidential Information as set forth in the PJM Tariff.

9.2.6 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.2.7 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this NUFA or its regulatory requirements.

9.2.8 Order of Disclosure. If a Governmental Authority with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral

deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this NUFA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.2.9 Termination of Agreement. Upon termination of this NUFA for any reason, each Party shall, within ten (10) days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party.

9.2.10 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 9.2. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section 9.2, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 9.2, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 9.2.

9.2.11 Disclosure to FERC or its Staff. Notwithstanding anything in this Section 9.2 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this NUFA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this NUFA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this NUFA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

9.2.12 Competitively Sensitive Information. Subject to the exception in Section 9.2.11, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this NUFA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent

disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this NUFA or as the Regional Transmission Organization including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this Section 9.2.12, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

9.3 Regulatory Approval. This NUFA and its terms shall be subject to approval, if applicable, by the Commission. This NUFA and its terms shall also be subject to, as applicable, the PJM Tariff.

9.4 Force Majeure.

9.4.1 Notice. A Party that is unable to carry out an obligation imposed on it by this NUFA due to Force Majeure shall notify the other parties in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

9.4.2 Duration of Force Majeure. A Party shall not be responsible, or considered to be in Breach or default under this NUFA, for any failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other parties.

9.4.3 Obligation to Make Payments. Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

9.4.4 Definition of Force Majeure. For purposes of this section, an event of Force Majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force Majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor

dispute) which an affected Party fails to remove or remedy within a reasonable time; or
(iii) economic hardship of an affected Party.

9.5 Disputes. Any dispute hereunder shall be referred to senior representatives of each Party. If the senior representatives are not able to resolve the dispute within thirty (30) days, the dispute resolution procedures of Tariff, Part I section 12 and Tariff, Part IV, section 40 shall apply to the resolution of any dispute hereunder.

9.6 Reservation of Rights. Nothing in this NUFA shall limit the rights of the Parties or of FERC under Section 205 and 206 of the Federal Power Act and FERC's rules and regulations thereunder.

9.7 Liability. A party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this NUFA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the PJM Tariff. The provisions set forth in the PJM Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this NUFA, regardless of whether the obligation is preceded by a specific directive.

9.8 Governing Law. This NUFA is governed by and shall be construed in accordance with laws of the State of Delaware, without regard for any principles of conflicts of laws.

9.9 No Waiver. It is mutually understood that any failure by Transmission Provider or Transmission Owner or inconsistency to enforce or require the strict keeping and performance by Generation Project Developer of any of the provisions of this NUFA shall not constitute a waiver by Transmission Provider or Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission Provider or Transmission Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in this NUFA shall not affect the validity of this NUFA as a whole or the validity or any other provisions therein.

9.10 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NUFA. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. Notice

10.1 General. Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for

delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address specified in Section 10.2. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

10.2 Contacts. Any Party may update its contact information by providing notice to the other Parties in accordance with Section 10.1.

Transmission Owner

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Generation Project Developer

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Transmission Provider

[Name]

PJM Interconnection, L.L.C.

2750 Monroe Blvd

Audubon, PA 19403

[Email]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Transmission Provider, Generation Project Developer and Transmission Owner have caused this NUFA to be executed by their respective authorized officials.

(PJM Queue Position #____)

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

By: _____
Printed Name Title Date

Generation Project Developer: **[Name of Party]**

By: _____
Printed Name Title Date

Transmission Owner:

By: _____
Printed Name Title Date

Signature Page to Network Upgrade Funding Agreement

Schedule A
Network Upgrade Facilities

Schedule B

Formula Rate Exhibit

PJM TO @ 21% FIT

Schedule B

Levelized Fixed Charge Rate Calculation with Deferred Recovery

(Blank Template)

7 Project Name: 20XX Network Upgrade project

9 Description 20XX Network Upgrade project

11 Cost Year: 20XX Actual True-up

13 Estimated or Actual Cost and ISD: Actual cost; Actual ISD 6/1/20XX

15 Rate Recovery Period: June 1, 20XX thru May 31, 20XX

17 Levelized Fixed Charge Computation:

19	Initial Network Upgrade Capital Cost		\$0
20	Levelized FCR with Deferred Recovery	(Line 57)	0.0000%
21	Annual Network Upgrade Charge	(Line 19 x Line 20)	\$0
22	Monthly Payment	(Line 21 / 12)	\$0

24 Fixed Charge Rate Calculation:

26	Investment	(Line 19)	0
28	PW Federal Tax Depreciation	[Line 109, Col (f)]	0
29	Applicable federal tax rate	(Line 64)	0.00%
30	PW Federal Tax Benefit	(Line 28 x Line 29)	0

32	PW State Tax Depreciation	[Line 109, Col (g)]	0
33	Applicable state tax rate	(Line 65)	0.00%
34	PW State Tax Benefit	(Line 32 x Line 33)	0
35			
36	PW Tax Benefit	(Line 30 + Line 34)	0
37	Present Worth Cashflow	(Line 26 - Line 36)	0
38	Revenue Conversion Factor	$[1/(1 - \text{Line 63})]$	1.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	0
40			
41	In Service Date		6/1/2021
42	Recovery Start Date		6/1/2021
43	Deferral Days (February counted as 28 days)		0
44	Deferral Annualization Factor (based on 365 days)	(Line 43/365)	0.0000%
45	Discount Rate per Year	(Line 75)	0.0000%
46	Deferral Factor	$\{[(1+\text{Line 45})^{\text{Line 44}}] - 1\}$	0.0000%
47	Deferral Adjustment	(Line 39 x Line 46)	0
48			
49	Present Worth with Deferred Recovery	(Line 39 + Line 47)	0
50			
51	Recovery Period (RP)		20
52	Annualization Factor	$\{i [(1+i)^{\text{RP}}]\} / \{[(1+i)^{\text{RP}}] - 1\}$	0.0000%
53		(where RP is Line 51, and i is Line 45)	
54			
55	Levelized Amount	(Line 49 x Line 52)	0
56			
57	Levelized Fixed Charge Rate (FCR)	(Line 55 / Line 26)	0.0000%
58			
59			
60	Project Name: 20XX Network Upgrade project		
61			
62	Inputs from Formula Rate True-up Filing		

63 Combined Tax Rate 0.00%
 64 Applicable Federal Income Tax Rate 0.00%
 65 Applicable State Income Tax Rate 0.00%

66

67

68	Capital Structure	Amount	Weight	Cost	Weighted Cost
69					
70	Long-Term Debt	0	0.00%	0.00%	0.0000%
71	Preferred Stock	0	0.00%	0.00%	0.0000%
72	Common Equity	0	0.00%	0.00%	0.0000%
73	Total Capitalization	0	0.00%		0.0000%

74

75 Discount Rate (Line 73 - (Line 63 x Line 70)) 0.0000%

76

77

78

79

80 MACRS Depreciation Rates with Bonus Depreciation Option:

81

82	(a)	(b)	(c)	(d)	(e)	(f)	(g)
83	Year	MACRS	MACRS	State	Present	Present	Present
84		Rates	Depr	Depr	Worth	Worth	Worth
85					Factor	Federal Tax	State Tax
86					$1/(1+i)^n$	Depreciation	Depreciation

87

88	Base	(Line 19)	\$0	\$0			
89	1	0.00%	0		1.000000	0	
90	Remaining Base	(Line 88-Line 89)	0.0				
91							
92	1	5.00%	0	0	1.000000	0	0

93	2	9.50%	0	0	1.000000	0	0
94	3	8.55%	0	0	1.000000	0	0
95	4	7.70%	0	0	1.000000	0	0
96	5	6.93%	0	0	1.000000	0	0
97	6	6.23%	0	0	1.000000	0	0
98	7	5.90%	0	0	1.000000	0	0
99	8	5.90%	0	0	1.000000	0	0
100	9	5.91%	0	0	1.000000	0	0
101	10	5.90%	0	0	1.000000	0	0
102	11	5.91%	0	0	1.000000	0	0
103	12	5.90%	0	0	1.000000	0	0
104	13	5.91%	0	0	1.000000	0	0
105	14	5.90%	0	0	1.000000	0	0
106	15	5.91%	0	0	1.000000	0	0
107	16	2.95%	0	0	1.000000	0	0
108							
109	Total		0	0		0	0
110							

111 Footnote:

112 *Use Line 89 if bonus depreciation is applicable*

113

**Line or
Note**

Response	Cap Limit %
No	

		Actual	Cap Limit	Cost	Weighted	
	\$	%	%	(Note "X")		
Long Term Debt	0	0.00%	0.00%	0.0000	0.0000	=WCLTD
Preferred Stock	0	0.00%	0.00%	0.0000	0.0000	
Common Stock	0	0.00%	0.00%	0.0000	0.0000	
Total Capitalization (Sum Lines to)	0				0.0000	=R

FIT =	0.00%
SIT=	0.00%
p =	0.00%
INCOME TAXES	
T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =	0.00%

Notes:

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 *System Impact* Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 *System Impact* Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (*Synchronous*) or Greater than 5 MW (*Inverter-based*)

- 112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous or 5 MW *or Less* (Inverter-based)
- 112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW
- 112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

- 113 Notices
- 114 Deactivation Avoidable Cost Credit
- 115 Deactivation Avoidable Cost Rate
- 116 Filing and Updating of Deactivation Avoidable Cost Rate
 - 117 Excess Project Investment Required
 - 118 Refund of Project Investment Reimbursement
 - 118A Recovery of Project Investment
 - 119 Cost of Service Recovery Rate
 - 120 Cost Allocation
 - 121 Performance Standards
 - 122 Black Start Units
 - 123-199 [Reserved]

VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES

Preamble

- 200 Applicability
 - 201 Queue Position
- Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES FOR NEW SERVICE REQUESTS**

- 202 Coordination with Affected Systems
- 203 System Impact Study Agreement
- 204 Tender of System Impact Study Agreement
- 205 System Impact Study Procedures
- 206 Facilities Study Agreement
- 207 Facilities Study Procedures
- 208 Expedited Procedures for Part II Requests
- 209 Optional Interconnection Studies
- 210 Responsibilities of the Transmission Provider and Transmission Owners

Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-FUNDED UPGRADES

- 211 Interim Interconnection Service Agreement
- 212 Interconnection Service Agreement
- 213 Upgrade Construction Service Agreement
- 214 Filing/Reporting of Agreements
- 215 Transmission Service Agreements
- 216 Interconnection Requests Designated as Market Solutions
- 217 Cost Responsibility for Necessary Facilities and Upgrades

218	New Service Requests Involving Affected Systems
219	Inter-queue Allocation of Costs of Transmission Upgrades
220	Advance Construction of Certain Network Upgrades
221	Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
222	Confidentiality
223	Confidential Information
224 – 229	[Reserved]
Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES	
230	Capacity Interconnection Rights
231	Incremental Auction Revenue Rights
232	Transmission Injection Rights and Transmission Withdrawal Rights
233	Incremental Available Transfer Capability Revenue Rights
234	Incremental Capacity Transfer Rights
235	Incremental Deliverability Rights
236	Interconnection Rights for Certain Transmission Interconnections
237	IDR Transfer Agreements
238 – 299	[Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

300	<i>Definitions</i>
301	<i>Transition Introduction</i>
302	<i>Site Control</i>

Subpart B – AE1-AG1 TRANSITION CYCLE #1

303	<i>Transition Eligibility</i>
304	<i>AE1-AG1 Expedited Process Eligibility</i>

Subpart C – AG2-AH1 TRANSITION CYCLE #2

305	<i>Introduction, Overview and Eligibility</i>
306	<i>Application Rules</i>

Subpart D – PHASES AND DECISION POINTS

307	<i>Introduction</i>
308	<i>Phase I</i>
309	<i>Decision Point I</i>
310	<i>Phase II</i>
311	<i>Decision Point II</i>
312	<i>Phase III</i>
313	<i>Decision Point III</i>
314	<i>Final Agreement Negotiation Phase</i>

Subpart E – MISCELLANEOUS

315	<i>Assignment of Project Identifier</i>
316	<i>Service Below The Meter Generator</i>
317	<i>Behind The Meter Generation</i>
318	<i>Base Case Data</i>
319	<i>Service on Merchant Transmission Facilities</i>

- 320 *Local Furnishing Bonds*
- 321 *Internal Dispute Resolution Procedures*
- 322 *Responsibilities of Transmission Provider and Transmission Owner*
- 323 *Additional Upgrades*
- 324 *IDR Transfer Agreement*
- 325 *Regional Transmission Expansion Plan*
- 326 *Transmission Owner Construction Obligation for Necessary Facilities and Upgrade*
- 327 *Confidentiality*
- 328 *Capacity Interconnection Rights*
- 329 *Incremental Rights*
- 330 *Rights for Transmission Interconnections*
- 331 *Milestones*
- 332 *Winter Capacity Interconnection Rights*
- 333 *Interconnection Studies Processing Time and Metrics*
- 334 *Transmission Provider Website Postings*
- Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS**
- 335 *Wholesale Market Participation Agreement/Non-Jurisdictional Agreements*
- Subpart G – AFFECTED SYSTEM RULES**
- 336 *Affected System Rules*
- Subpart H – UPGRADE REQUESTS**
- 337 *Upgrade Requests*
- Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES**
- 338 *Transmission Owner Initial Funding of Network Upgrades*
- 339 – 399 [*Reserved*]

VIII. 400 – 499 [*Reserved*]

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

- 500 *Execution Deadlines*
- Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT**
- Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT COMBINED WITH CONSTRUCTION SERVICE AGREEMENT**
- Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION AGREEMENT**
- Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT**
- Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT**
- Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT**
- Subpart G – FORM OF NECESSARY STUDIES AGREEMENT**
- Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT**
- Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT**
- Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT**
- Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT**

***Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY
APPLICATION AND AGREEMENT***

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery

SCHEDULE 9-OPSI

OPSI Funding

SCHEDULE 9-CAPS

CAPS Funding

SCHEDULE 9-FINCON

Finance Committee Retained Outside Consultant

SCHEDULE 9-MMU
 MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
 North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
 Reliability First Corporation Charge
SCHEDULE 11
 [Reserved for Future Use]
SCHEDULE 11A
 Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
 Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
 Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
 Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
 Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
 Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
 Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
 Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
 Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
 Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
 Form of Service Agreement For Non-Firm Point-To-Point Transmission Service
ATTACHMENT C
 Methodology To Assess Available Transfer Capability
ATTACHMENT C-1
 Conversion of Service in the Dominion and Duquesne Zones
ATTACHMENT C-2
 Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, (“DEOK”) Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A

ATTACHMENT H-3E

Delmarva Power & Light Company Formula Rate Implementation Protocols

ATTACHMENT H-3F

Old Dominion Electric Cooperative Formula Rate – Appendix A

ATTACHMENT H-3G

Old Dominion Electric Cooperative Formula Rate Implementation Protocols

ATTACHMENT H-4

Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-4A

Other Supporting Facilities - Jersey Central Power & Light Company

ATTACHMENT H-4B

Jersey Central Power & Light Company – [Reserved]

ATTACHMENT H-5

Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service

ATTACHMENT H-5A

Other Supporting Facilities -- Metropolitan Edison Company

ATTACHMENT H-6

Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service

ATTACHMENT H-6A

Other Supporting Facilities Charges -- Pennsylvania Electric Company

ATTACHMENT H-7

Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service

ATTACHMENT H-7A

PECO Energy Company Formula Rate Template

ATTACHMENT H-7B

PECO Energy Company Monthly Deferred Tax Adjustment Charge

ATTACHMENT H-7C

PECO Energy Company Formula Rate Implementation Protocols

ATTACHMENT H-8

Annual Transmission Rates – PPL Group for Network Integration Transmission Service

ATTACHMENT H-8A

Other Supporting Facilities Charges -- PPL Electric Utilities Corporation

ATTACHMENT 8C

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT 8D

UGI Utilities, Inc. Formula Rate Implementation Protocols

ATTACHMENT 8E

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT H-8G

Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

**Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for
Network Integration Transmission Service**

ATTACHMENT H-10

**Annual Transmission Rates -- Public Service Electric and Gas Company
for Network Integration Transmission Service**

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

**Formula Rate Implementation Protocols – Public Service Electric and Gas
Company**

ATTACHMENT H-11

**Annual Transmission Rates -- Allegheny Power for Network Integration
Transmission Service**

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

**Annual Transmission Rates -- Rockland Electric Company for Network Integration
Transmission Service**

ATTACHMENT H-13

**Annual Transmission Rates – Commonwealth Edison Company for Network
Integration Transmission Service**

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

**Annual Transmission Rates – AEP East Operating Companies for Network
Integration Transmission Service**

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

**Annual Transmission Rates -- The Dayton Power and Light Company
for Network Integration Transmission Service**

ATTACHMENT H-16

**Annual Transmission Rates -- Virginia Electric and Power Company
for Network Integration Transmission Service**

ATTACHMENT H-16A

Formula Rate - Virginia Electric and Power Company

ATTACHMENT H-16B

Formula Rate Implementation Protocols - Virginia Electric and Power Company

ATTACHMENT H-16C

**Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving
 Entities in the Dominion Zone**
ATTACHMENT H-16D – [Reserved]
ATTACHMENT H-16E – [Reserved]
ATTACHMENT H-16AA
Virginia Electric and Power Company
ATTACHMENT H-17
**Annual Transmission Rates -- Duquesne Light Company for Network Integration
 Transmission Service**
ATTACHMENT H-17A
Duquesne Light Company Formula Rate – Appendix A
ATTACHMENT H-17B
Duquesne Light Company Formula Rate Implementation Protocols
ATTACHMENT H-17C
Duquesne Light Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-18
Annual Transmission Rates – Trans-Allegheny Interstate Line Company
ATTACHMENT H-18A
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A
ATTACHMENT H-18B
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols
ATTACHMENT H-19
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.
ATTACHMENT H-19A
Potomac-Appalachian Transmission Highline, L.L.C. Summary
ATTACHMENT H-19B
**Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate
 Implementation Protocols**
ATTACHMENT H-20
**Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP
 Zone**
ATTACHMENT H-20A
**AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate
 Implementation Protocols**
ATTACHMENT H-20A APPENDIX A
Transmission Formula Rate Settlement for AEPTCo
ATTACHMENT H-20B - Part I
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-20B - Part II
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-21
**Annual Transmission Rates – American Transmission Systems, Inc. for Network
 Integration Transmission Service**
ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI
ATTACHMENT H-21A Appendix B - ATSI
ATTACHMENT H-21A Appendix C - ATSI
ATTACHMENT H-21A Appendix C - ATSI [Reserved]
ATTACHMENT H-21A Appendix D – ATSI
ATTACHMENT H-21A Appendix E - ATSI
ATTACHMENT H-21A Appendix F – ATSI [Reserved]
ATTACHMENT H-21A Appendix G - ATSI
ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)
ATTACHMENT H-21B ATSI Protocol
ATTACHMENT H-22
 Annual Transmission Rates – DEOK for Network Integration Transmission Service
 and Point-to-Point Transmission Service
ATTACHMENT H-22A
 Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template
ATTACHMENT H-22B
 DEOK Formula Rate Implementation Protocols
ATTACHMENT H-22C
 Additional provisions re DEOK and Indiana
ATTACHMENT H-23
 EP Rock springs annual transmission Rate
ATTACHMENT H-24
 EKPC Annual Transmission Rates
ATTACHMENT H-24A APPENDIX A
 EKPC Schedule 1A
ATTACHMENT H-24A APPENDIX B
 EKPC RTEP
ATTACHMENT H-24A APPENDIX C
 EKPC True-up
ATTACHMENT H-24A APPENDIX D
 EKPC Depreciation Rates
ATTACHMENT H-24-B
 EKPC Implementation Protocols
ATTACHMENT H-25 - [Reserved]
ATTACHMENT H-25A - [Reserved]
ATTACHMENT H-25B - [Reserved]
ATTACHMENT H-26
 Transource West Virginia, LLC Formula Rate Template
ATTACHMENT H-26A
 Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
 Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
 Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
 Silver Run Electric, LLC Formula Rate Implementation Protocols

ATTACHMENT H-28

Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-28A

Mid-Atlantic Interstate Transmission, LLC Formula Rate Template

ATTACHMENT H-28B

Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation Protocols

ATTACHMENT H-29

Annual Transmission Rates – Transource Pennsylvania, LLC

ATTACHMENT H-29A

Transource Pennsylvania, LLC Formula Rate Template

ATTACHMENT H-29B

Transource Pennsylvania, LLC Formula Rate Implementation Protocols

ATTACHMENT H-30

Annual Transmission Rates – Transource Maryland, LLC

ATTACHMENT H-30A

Transource Maryland, LLC Formula Rate Template

ATTACHMENT H-30B

Transource Maryland, LLC Formula Rate Implementation Protocols

ATTACHMENT H-31

Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for Network Integration Transmission Service

ATTACHMENT H-32

Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC

ATTACHMENT H-32A

AMP Transmission, LLC - Formula Rate Template

ATTACHMENT H-32B

AMP Transmission, LLC - Formula Rate Implementation Protocols

ATTACHMENT H-32C

Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-33

Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana, Inc.

ATTACHMENT H-33A

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

Annual Transmission Rates -- Non-Zone Network Load for Network Integration Transmission Service

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones
ATTACHMENT K
Transmission Congestion Charges and Credits
Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas
- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination

4. [Reserved For Future Use]

5. CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES

- 5.1 Transmission Congestion Charge Calculation
- 5.2 Transmission Congestion Credit Calculation
- 5.3 Unscheduled Transmission Service (Loop Flow)

- 5.4 Transmission Loss Charge Calculation
- 5.5 Distribution of Total Transmission Loss Charges
- 5.6 Transmission Constraint Penalty Factors
- 6. “MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters –
Parameter-Limited Schedules
- 6A. [Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJM Settlement as Counterparty
- 8. EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance
 - 8.10 Non-Hourly Metered Customer Pilot
 - 8.11 Emergency Load Response and Pre-Emergency Load Response Participant
Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

**Energy Procedure Manual for Determining Supplier Peak Load Share
Procedures for Load Determination**

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement

ATTACHMENT N-2

Form of Facilities Study Agreement

ATTACHMENT N-3

Form of Optional Interconnection Study Agreement

ATTACHMENT O

Form of Interconnection Service Agreement

1.0 Parties

- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the
Customer Facility) to be Interconnected with the Transmission System in the PJM
Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
- 4.1 Attachment Facilities Charge
- 4.2 Network Upgrades Charge
- 4.3 Local Upgrades Charge
- 4.4 Other Charges
- 4.5 Cost breakdown
- 4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

**1 Commencement, Term of and Conditions Precedent to
Interconnection Service**

- 1.1 Commencement Date
- 1.2 Conditions Precedent
- 1.3 Term

- 1.4 Initial Operation
- 1.4A Other Interconnection Options
- 1.5 Survival
- 2 Interconnection Service**
 - 2.1 Scope of Service
 - 2.2 Non-Standard Terms
 - 2.3 No Transmission Services
 - 2.4 Use of Distribution Facilities
 - 2.5 Election by Behind The Meter Generation
- 3 Modification Of Facilities**
 - 3.1 General
 - 3.2 Interconnection Request
 - 3.3 Standards
 - 3.4 Modification Costs
- 4 Operations**
 - 4.1 General
 - 4.2 [Reserved]
 - 4.3 Interconnection Customer Obligations
 - 4.4 Transmission Interconnection Customer Obligations
 - 4.5 Permits and Rights-of-Way
 - 4.6 No Ancillary Services
 - 4.7 Reactive Power
 - 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
 - 4.9 System Protection and Power Quality
 - 4.10 Access Rights
 - 4.11 Switching and Tagging Rules
 - 4.12 Communications and Data Protocol
 - 4.13 Nuclear Generating Facilities
- 5 Maintenance**
 - 5.1 General
 - 5.2 [Reserved]
 - 5.3 Outage Authority and Coordination
 - 5.4 Inspections and Testing
 - 5.5 Right to Observe Testing
 - 5.6 Secondary Systems
 - 5.7 Access Rights
 - 5.8 Observation of Deficiencies
- 6 Emergency Operations**
 - 6.1 Obligations
 - 6.2 Notice
 - 6.3 Immediate Action
 - 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**

- 8.1 General
- 8.2 Standards
- 8.3 Testing of Metering Equipment
- 8.4 Metering Data
- 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person
 - 14.4 Amount Owing
 - 14.5 Limitation on Damages
 - 14.6 Limitation of Liability in Event of Breach
 - 14.7 Limited Liability in Emergency Conditions
- 15 Breach, Cure And Default**
 - 15.1 Breach
 - 15.2 Continued Operation
 - 15.3 Notice of Breach

	15.4	Cure and Default
	15.5	Right to Compel Performance
	15.6	Remedies Cumulative
16		Termination
	16.1	Termination
	16.2	Disposition of Facilities Upon Termination
	16.3	FERC Approval
	16.4	Survival of Rights
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Interconnection Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Interconnection Party Shall Disclose Confidential Information
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Subcontractors
	18.1	Use of Subcontractors
	18.2	Responsibility of Principal
	18.3	Indemnification by Subcontractors
	18.4	Subcontractors Not Beneficiaries
19		Information Access And Audit Rights
	19.1	Information Access
	19.2	Reporting of Non-Force Majeure Events
	19.3	Audit Rights
20		Disputes
	20.1	Submission
	20.2	Rights Under The Federal Power Act
	20.3	Equitable Remedies
21		Notices
	21.1	General
	21.2	Emergency Notices
	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties

	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2.	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
		Customer Facility Location/Site Plan
ATTACHMENT O - SCHEDULE B		
		Single-Line Diagram
ATTACHMENT O - SCHEDULE C		
		List of Metering Equipment
ATTACHMENT O - SCHEDULE D		
		Applicable Technical Requirements and Standards
ATTACHMENT O - SCHEDULE E		
		Schedule of Charges
ATTACHMENT O - SCHEDULE F		
		Schedule of Non-Standard Terms & Conditions
ATTACHMENT O - SCHEDULE G		
		Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
ATTACHMENT O - SCHEDULE H		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT O – SCHEDULE I		
		Interconnection Specifications for an Energy Storage Resource
ATTACHMENT O – SCHEDULE J		
		Schedule of Terms and Conditions for Surplus Interconnection Service
ATTACHMENT O – SCHEDULE K		
		Requirements for Interconnection Service Below Full Electrical Generating Capability
ATTACHMENT O-1		
		Form of Interim Interconnection Service Agreement
ATTACHMENT O-2		
		Form of Network Upgrade Funding Agreement
ATTACHMENT P		
		Form of Interconnection Construction Service Agreement
	1.0	Parties
	2.0	Authority
	3.0	Customer Facility
	4.0	Effective Date and Term
	4.1	Effective Date
	4.2	Term
	4.3	Survival
	5.0	Construction Responsibility
	6.0	[Reserved.]

- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant
Network Upgrades
- 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs
 - 3.4.2 Duration of Suspension
- 3.5 Right to Complete Transmission Owner Interconnection
Facilities
- 3.6 Suspension of Work Upon Default
- 3.7 Construction Reports
- 3.8 Inspection and Testing of Completed Facilities
- 3.9 Energization of Completed Facilities
- 3.10 Interconnected Transmission Owner's Acceptance of

	Facilities Constructed by Interconnection Customer
4	Transmission Outages
4.1	Outages; Coordination
5	Land Rights; Transfer of Title
5.1	Grant of Easements and Other Land Rights
5.2	Construction of Facilities on Interconnection Customer Property
5.3	Third Parties
5.4	Documentation
5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
5.6	Liens
6	Warranties
6.1	Interconnection Customer Warranty
6.2	Manufacturer Warranties
7	[Reserved.]
8	[Reserved.]
9	Security, Billing And Payments
9.1	Adjustments to Security
9.2	Invoice
9.3	Final Invoice
9.4	Disputes
9.5	Interest
9.6	No Waiver
10	Assignment
10.1	Assignment with Prior Consent
10.2	Assignment Without Prior Consent
10.3	Successors and Assigns
11	Insurance
11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
11.2	Additional Insureds
11.3	Other Required Terms
11.3A	No Limitation of Liability
11.4	Self-Insurance
11.5	Notices; Certificates of Insurance
11.6	Subcontractor Insurance
11.7	Reporting Incidents
12	Indemnity
12.1	Indemnity
12.2	Indemnity Procedures
12.3	Indemnified Person
12.4	Amount Owing
12.5	Limitation on Damages
12.6	Limitation of Liability in Event of Breach

	12.7	Limited Liability in Emergency Conditions
13		Breach, Cure And Default
	13.1	Breach
	13.2	Notice of Breach
	13.3	Cure and Default
	13.3.1	Cure of Breach
	13.4	Right to Compel Performance
	13.5	Remedies Cumulative
14		Termination
	14.1	Termination
	14.2	[Reserved.]
	14.3	Cancellation By Interconnection Customer
	14.4	Survival of Rights
15		Force Majeure
	15.1	Notice
	15.2	Duration of Force Majeure
	15.3	Obligation to Make Payments
	15.4	Definition of Force Majeure
16		Subcontractors
	16.1	Use of Subcontractors
	16.2	Responsibility of Principal
	16.3	Indemnification by Subcontractors
	16.4	Subcontractors Not Beneficiaries
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Construction Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Construction Party Shall Disclose Confidential Information of Another Construction Party
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Information Access And Audit Rights
	18.1	Information Access
	18.2	Reporting of Non-Force Majeure Events
	18.3	Audit Rights
19		Disputes
	19.1	Submission
	19.2	Rights Under The Federal Power Act
	19.3	Equitable Remedies
20		Notices

	20.1	General
	20.2	Operational Contacts
21		Miscellaneous
	21.1	Regulatory Filing
	21.2	Waiver
	21.3	Amendments and Rights under the Federal Power Act
	21.4	Binding Effect
	21.5	Regulatory Requirements
22		Representations and Warranties
	22.1	General
ATTACHMENT P - SCHEDULE A		
		Site Plan
ATTACHMENT P - SCHEDULE B		
		Single-Line Diagram of Interconnection Facilities
ATTACHMENT P - SCHEDULE C		
		Transmission Owner Interconnection Facilities to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE D		
		Transmission Owner Interconnection Facilities to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE E		
		Merchant Network Upgrades to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE F		
		Merchant Network Upgrades to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE G		
		Customer Interconnection Facilities
ATTACHMENT P - SCHEDULE H		
		Negotiated Contract Option Terms
ATTACHMENT P - SCHEDULE I		
		Scope of Work
ATTACHMENT P - SCHEDULE J		
		Schedule of Work
ATTACHMENT P - SCHEDULE K		
		Applicable Technical Requirements and Standards
ATTACHMENT P - SCHEDULE L		
		Interconnection Customer's Agreement to Confirm with IRS Safe Harbor Provisions For Non-Taxable Status
ATTACHMENT P - SCHEDULE M		
		Schedule of Non-Standard Terms and Conditions
ATTACHMENT P - SCHEDULE N		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT Q		
		PJM Credit Policy
ATTACHMENT R		

	Lost Revenues Of PJM Transmission Owners And Distribution of Revenues Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost Revenues Under Attachment X, And Revenues From PJM Existing Transactions
ATTACHMENT S	Form of Transmission Interconnection Feasibility Study Agreement
ATTACHMENT T	Identification of Merchant Transmission Facilities
ATTACHMENT U	Independent Transmission Companies
ATTACHMENT V	Form of ITC Agreement
ATTACHMENT W	COMMONWEALTH EDISON COMPANY
ATTACHMENT X	Seams Elimination Cost Assignment Charges
	NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF PROCEDURES
	NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING REIEF PROCEDURES
	SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING RELIEF PROCEDURES
ATTACHMENT Y	Forms of Screens Process Interconnection Request (For Generation Facilities of 2 MW or less)
ATTACHMENT Z	Certification Codes and Standards
ATTACHMENT AA	Certification of Small Generator Equipment Packages
ATTACHMENT BB	Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW Interconnection Service Agreement
ATTACHMENT CC	Form of Certificate of Completion (Small Generating Inverter Facility No Larger Than 10 kW)
ATTACHMENT DD	Reliability Pricing Model
ATTACHMENT EE	Form of Upgrade Request
ATTACHMENT FF	[Reserved]
ATTACHMENT GG	Form of Upgrade Construction Service Agreement
	Article 1 – Definitions And Other Documents
	1.0 Defined Terms
	1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

- 2.0 New Service Customer Financial Responsibilities
- 2.1 Obligation to Provide Security
- 2.2 Failure to Provide Security
- 2.3 Costs
- 2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

- 3.0 No Transmission Service

Article 4 – Early Termination

- 4.0 Termination by New Service Customer

Article 5 – Rights

- 5.0 Rights
- 5.1 Amount of Rights Granted
- 5.2 Availability of Rights Granted
- 5.3 Credits

Article 6 – Miscellaneous

- 6.0 Notices
- 6.1 Waiver
- 6.2 Amendment
- 6.3 No Partnership
- 6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY TRANSMISSION OWNER

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

- 1.1 Affiliate
- 1.2 Applicable Laws and Regulations
- 1.3 Applicable Regional Reliability Council
- 1.4 Applicable Standards
- 1.5 Breach
- 1.6 Breaching Party
- 1.7 Cancellation Costs
- 1.8 Commission
- 1.9 Confidential Information
- 1.10 Constructing Entity
- 1.11 Control Area
- 1.12 Costs
- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act

- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term
 - 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades

- 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance
 - 11.8 Reporting Incidents
- 12.0 Indemnity
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing

- 12.5 Limitation on Damages
- 12.6 Limitation of Liability in Event of Breach
- 12.7 Limited Liability in Emergency Conditions
- 13.0 Breach, Cure And Default
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14.0 Termination
 - 14.1 Termination
 - 14.2 Cancellation By New Service Customer
 - 14.3 Survival of Rights
 - 14.4 Filing at FERC
- 15.0 Force Majeure
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
- 16.0 Confidentiality
 - 16.1 Term
 - 16.2 Scope
 - 16.3 Release of Confidential Information
 - 16.4 Rights
 - 16.5 No Warranties
 - 16.6 Standard of Care
 - 16.7 Order of Disclosure
 - 16.8 Termination of Upgrade Construction Service Agreement
 - 16.9 Remedies
 - 16.10 Disclosure to FERC or its Staff
 - 16.11 No Party Shall Disclose Confidential Information of Party 16.12
Information that is Public Domain
 - 16.13 Return or Destruction of Confidential Information
- 17.0 Information Access And Audit Rights
 - 17.1 Information Access
 - 17.2 Reporting of Non-Force Majeure Events
 - 17.3 Audit Rights
 - 17.4 Waiver
 - 17.5 Amendments and Rights under the Federal Power Act
 - 17.6 Regulatory Requirements
- 18.0 Representation and Warranties
 - 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects

- 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed
by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

**ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR
PJMSETTLEMENT, INC.**

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

**ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION
AGREEMENT**

**ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA
AS PARTY**

**ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST
REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM**

**ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA
AS PARTY**

**ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE
PJM REGION**

**ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY
AGREEMENT**

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 System Impact Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 System Impact Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)

112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous or 5 MW or Less (Inverter-based)

112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW

112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

113 Notices

114 Deactivation Avoidable Cost Credit

115 Deactivation Avoidable Cost Rate

116 Filing and Updating of Deactivation Avoidable Cost Rate

117 Excess Project Investment Required

118 Refund of Project Investment Reimbursement

118A Recovery of Project Investment

119 Cost of Service Recovery Rate

120 Cost Allocation

121 Performance Standards

122 Black Start Units

123-199 [Reserved]

VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES

Preamble

200 Applicability

201 Queue Position

Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES FOR NEW SERVICE REQUESTS

202 Coordination with Affected Systems

203 System Impact Study Agreement

204 Tender of System Impact Study Agreement

205 System Impact Study Procedures

206 Facilities Study Agreement

207 Facilities Study Procedures

208 Expedited Procedures for Part II Requests

209 Optional Interconnection Studies

210 Responsibilities of the Transmission Provider and Transmission Owners

Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-FUNDED UPGRADES

211 Interim Interconnection Service Agreement

212 Interconnection Service Agreement

213 Upgrade Construction Service Agreement

214 Filing/Reporting of Agreements

215 Transmission Service Agreements

216 Interconnection Requests Designated as Market Solutions

217 Cost Responsibility for Necessary Facilities and Upgrades

- 218 New Service Requests Involving Affected Systems
- 219 Inter-queue Allocation of Costs of Transmission Upgrades
- 220 Advance Construction of Certain Network Upgrades
- 221 Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
- 222 Confidentiality
- 223 Confidential Information
- 224 – 229 [Reserved]
- Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES**
- 230 Capacity Interconnection Rights
- 231 Incremental Auction Revenue Rights
- 232 Transmission Injection Rights and Transmission Withdrawal Rights
- 233 Incremental Available Transfer Capability Revenue Rights
- 234 Incremental Capacity Transfer Rights
- 235 Incremental Deliverability Rights
- 236 Interconnection Rights for Certain Transmission Interconnections
- 237 IDR Transfer Agreements
- 238 – 299 [Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

- 300 Definitions
- 301 Transition Introduction
- 302 Site Control

Subpart B – AE1-AG1 TRANSITION CYCLE #1

- 303 Transition Eligibility
- 304 AE1-AG1 Expedited Process Eligibility

Subpart C – AG2-AH1 TRANSITION CYCLE #2

- 305 Introduction, Overview and Eligibility
- 306 Application Rules

Subpart D – PHASES AND DECISION POINTS

- 307 Introduction
- 308 Phase I
- 309 Decision Point I
- 310 Phase II
- 311 Decision Point II
- 312 Phase III
- 313 Decision Point III
- 314 Final Agreement Negotiation Phase

Subpart E – MISCELLANEOUS

- 315 Assignment of Project Identifier
- 316 Service Below The Meter Generator
- 317 Behind The Meter Generation
- 318 Base Case Data
- 319 Service on Merchant Transmission Facilities

320	Local Furnishing Bonds
321	Internal Dispute Resolution Procedures
322	Responsibilities of Transmission Provider and Transmission Owner
323	Additional Upgrades
324	IDR Transfer Agreement
325	Regional Transmission Expansion Plan
326	Transmission Owner Construction Obligation for Necessary Facilities and Upgrade
327	Confidentiality
328	Capacity Interconnection Rights
329	Incremental Rights
330	Rights for Transmission Interconnections
331	Milestones
332	Winter Capacity Interconnection Rights
333	Interconnection Studies Processing Time and Metrics
334	Transmission Provider Website Postings
Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS	
335	Wholesale Market Participation Agreement/Non-Jurisdictional Agreements
Subpart G – AFFECTED SYSTEM RULES	
336	Affected System Rules
Subpart H – UPGRADE REQUESTS	
337	Upgrade Requests
Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES	
338	Transmission Owner Initial Funding of Network Upgrades
339 – 399 [Reserved]	

VIII. NEW RULES, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

400	<i>Definitions</i>
401	<i>Applications for Cycle Process, Introduction</i>
402	<i>Applications for Cycle Process, Site Control</i>

Subpart B – APPLICATION RULES

403	<i>Application Rules</i>
-----	--------------------------

Subpart C – PHASES AND DECISION POINTS

404	<i>Introduction</i>
405	<i>Phase I</i>
406	<i>Decision Point I</i>
407	<i>Phase II</i>
408	<i>Decision Point II</i>
409	<i>Phase III</i>
410	<i>Decision Point III</i>

Subpart D – FINAL AGREEMENT NEGOTIATION PHASE

411	<i>Final Agreement Negotiation Phase</i>
-----	--

Subpart E – MISCELLANEOUS

- 412 *Assignment of Project Identifier*
- 413 *Service Below Generating Capability*
- 414 *Surplus Interconnection Service*
- 415 *Behind The Meter Generation*
- 416 *Base Case Data*
- 417 *Service on Merchant Transmission Facilities*
- 418 *Local Furnishing Bonds*
- 419 *Internal Dispute Resolution Procedures*
- 420 *Responsibilities of Transmission Provider and Transmission Owners*
- 421 *Additional Upgrades*
- 422 *IDR Transfer Agreement*
- 423 *Regional Transmission Expansion Plan*
- 424 *Transmission Owner Construction Obligation for Necessary Facilities and Upgrades*
- 425 *Confidentiality*
- 426 *Capacity Interconnection Rights*
- 427 *Incremental Rights*
- 428 *Rights for Transmission Interconnections*
- 429 *Milestones*
- 430 *Winter Capacity Interconnection Rights*
- 431 *Interconnection Studies Processing Time and Metrics*
- 432 *Transmission Provider Website Postings*
- Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS*
- 433 *Wholesale Market Participation Agreement/Non-Jurisdictional Agreements*
- Subpart G – AFFECTED SYSTEM RULES*
- 434 *Affected System Rules*
- Subpart H – UPGRADE REQUESTS*
- 435 *Upgrade Requests*
- Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES*
- 436 *Transmission Owner Initial Funding of Network Upgrades*
- 437 – 499 *[Reserved]*

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

- 500 Execution Deadlines**
- Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT**
- Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT
COMBINED WITH CONSTRUCTION SERVICE AGREEMENT**
- Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION
AGREEMENT**
- Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT**
- Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT**
- Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT**
- Subpart G – FORM OF NECESSARY STUDIES AGREEMENT**

Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT

Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT

Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT

Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT

Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY APPLICATION AND AGREEMENT

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery
SCHEDULE 9-OPSI
OPSI Funding
SCHEDULE 9-CAPS
CAPS Funding
SCHEDULE 9-FINCON
Finance Committee Retained Outside Consultant
SCHEDULE 9-MMU
MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
Reliability First Corporation Charge
SCHEDULE 11
[Reserved for Future Use]
SCHEDULE 11A
Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
Form of Service Agreement For Non-Firm Point-To-Point Transmission Service

ATTACHMENT C

Methodology To Assess Available Transfer Capability

ATTACHMENT C-1

Conversion of Service in the Dominion and Duquesne Zones

ATTACHMENT C-2

Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, ("DEOK") Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A
ATTACHMENT H-3E
Delmarva Power & Light Company Formula Rate Implementation Protocols
ATTACHMENT H-3F
Old Dominion Electric Cooperative Formula Rate – Appendix A
ATTACHMENT H-3G
Old Dominion Electric Cooperative Formula Rate Implementation Protocols
ATTACHMENT H-4
Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service
ATTACHMENT H-4A
Other Supporting Facilities - Jersey Central Power & Light Company
ATTACHMENT H-4B
Jersey Central Power & Light Company – [Reserved]
ATTACHMENT H-5
Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service
ATTACHMENT H-5A
Other Supporting Facilities -- Metropolitan Edison Company
ATTACHMENT H-6
Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service
ATTACHMENT H-6A
Other Supporting Facilities Charges -- Pennsylvania Electric Company
ATTACHMENT H-7
Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service
ATTACHMENT H-7A
PECO Energy Company Formula Rate Template
ATTACHMENT H-7B
PECO Energy Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-7C
PECO Energy Company Formula Rate Implementation Protocols
ATTACHMENT H-8
Annual Transmission Rates – PPL Group for Network Integration Transmission Service
ATTACHMENT H-8A
Other Supporting Facilities Charges -- PPL Electric Utilities Corporation
ATTACHMENT 8C
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT 8D
UGI Utilities, Inc. Formula Rate Implementation Protocols
ATTACHMENT 8E
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT H-8G
Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for Network Integration Transmission Service

ATTACHMENT H-10

Annual Transmission Rates -- Public Service Electric and Gas Company for Network Integration Transmission Service

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

Formula Rate Implementation Protocols – Public Service Electric and Gas Company

ATTACHMENT H-11

Annual Transmission Rates -- Allegheny Power for Network Integration Transmission Service

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

Annual Transmission Rates -- Rockland Electric Company for Network Integration Transmission Service

ATTACHMENT H-13

Annual Transmission Rates – Commonwealth Edison Company for Network Integration Transmission Service

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

Annual Transmission Rates – AEP East Operating Companies for Network Integration Transmission Service

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

Annual Transmission Rates -- The Dayton Power and Light Company for Network Integration Transmission Service

ATTACHMENT H-16

**Annual Transmission Rates -- Virginia Electric and Power Company
 for Network Integration Transmission Service**
ATTACHMENT H-16A
Formula Rate - Virginia Electric and Power Company
ATTACHMENT H-16B
Formula Rate Implementation Protocols - Virginia Electric and Power Company
ATTACHMENT H-16C
**Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving
 Entities in the Dominion Zone**
ATTACHMENT H-16D – [Reserved]
ATTACHMENT H-16E – [Reserved]
ATTACHMENT H-16AA
Virginia Electric and Power Company
ATTACHMENT H-17
**Annual Transmission Rates -- Duquesne Light Company for Network Integration
 Transmission Service**
ATTACHMENT H-17A
Duquesne Light Company Formula Rate – Appendix A
ATTACHMENT H-17B
Duquesne Light Company Formula Rate Implementation Protocols
ATTACHMENT H-17C
Duquesne Light Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-18
Annual Transmission Rates – Trans-Allegheny Interstate Line Company
ATTACHMENT H-18A
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A
ATTACHMENT H-18B
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols
ATTACHMENT H-19
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.
ATTACHMENT H-19A
Potomac-Appalachian Transmission Highline, L.L.C. Summary
ATTACHMENT H-19B
**Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate
 Implementation Protocols**
ATTACHMENT H-20
**Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP
 Zone**
ATTACHMENT H-20A
**AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate
 Implementation Protocols**
ATTACHMENT H-20A APPENDIX A
Transmission Formula Rate Settlement for AEPTCo
ATTACHMENT H-20B - Part I
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**

ATTACHMENT H-20B - Part II

AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate Template

ATTACHMENT H-21

Annual Transmission Rates – American Transmission Systems, Inc. for Network Integration Transmission Service

ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI

ATTACHMENT H-21A Appendix B - ATSI

ATTACHMENT H-21A Appendix C - ATSI

ATTACHMENT H-21A Appendix C - ATSI [Reserved]

ATTACHMENT H-21A Appendix D – ATSI

ATTACHMENT H-21A Appendix E - ATSI

ATTACHMENT H-21A Appendix F – ATSI [Reserved]

ATTACHMENT H-21A Appendix G - ATSI

ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)

ATTACHMENT H-21B ATSI Protocol

ATTACHMENT H-22

Annual Transmission Rates – DEOK for Network Integration Transmission Service and Point-to-Point Transmission Service

ATTACHMENT H-22A

Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template

ATTACHMENT H-22B

DEOK Formula Rate Implementation Protocols

ATTACHMENT H-22C

Additional provisions re DEOK and Indiana

ATTACHMENT H-23

EP Rock springs annual transmission Rate

ATTACHMENT H-24

EKPC Annual Transmission Rates

ATTACHMENT H-24A APPENDIX A

EKPC Schedule 1A

ATTACHMENT H-24A APPENDIX B

EKPC RTEP

ATTACHMENT H-24A APPENDIX C

EKPC True-up

ATTACHMENT H-24A APPENDIX D

EKPC Depreciation Rates

ATTACHMENT H-24-B

EKPC Implementation Protocols

ATTACHMENT H-25 - [Reserved]

ATTACHMENT H-25A - [Reserved]

ATTACHMENT H-25B - [Reserved]

ATTACHMENT H-26

Transource West Virginia, LLC Formula Rate Template

ATTACHMENT H-26A

Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
Silver Run Electric, LLC Formula Rate Implementation Protocols
ATTACHMENT H-28
Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for
Network Integration Transmission Service
ATTACHMENT H-28A
Mid-Atlantic Interstate Transmission, LLC Formula Rate Template
ATTACHMENT H-28B
Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation
Protocols
ATTACHMENT H-29
Annual Transmission Rates – Transource Pennsylvania, LLC
ATTACHMENT H-29A
Transource Pennsylvania, LLC Formula Rate Template
ATTACHMENT H-29B
Transource Pennsylvania, LLC Formula Rate Implementation Protocols
ATTACHMENT H-30
Annual Transmission Rates – Transource Maryland, LLC
ATTACHMENT H-30A
Transource Maryland, LLC Formula Rate Template
ATTACHMENT H-30B
Transource Maryland, LLC Formula Rate Implementation Protocols
ATTACHMENT H-31
Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for
Network Integration Transmission Service
ATTACHMENT H-32
Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC
ATTACHMENT H-32A
AMP Transmission, LLC - Formula Rate Template
ATTACHMENT H-32B
AMP Transmission, LLC - Formula Rate Implementation Protocols
ATTACHMENT H-32C
Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC
for Network Integration Transmission Service
ATTACHMENT H-33
Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana,
Inc.
ATTACHMENT H-33A
NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate
Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

**Annual Transmission Rates -- Non-Zone Network Load for Network Integration
Transmission Service**

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones

ATTACHMENT K

Transmission Congestion Charges and Credits

Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas

- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination
- 4. **[Reserved For Future Use]**
- 5. **CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES**
 - 5.1 Transmission Congestion Charge Calculation
 - 5.2 Transmission Congestion Credit Calculation
 - 5.3 Unscheduled Transmission Service (Loop Flow)
 - 5.4 Transmission Loss Charge Calculation
 - 5.5 Distribution of Total Transmission Loss Charges
 - 5.6 Transmission Constraint Penalty Factors
- 6. **“MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters – Parameter-Limited Schedules
- 6A. **[Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. **FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJMSettlement as Counterparty
- 8. **EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance

- 8.10 Non-Hourly Metered Customer Pilot
- 8.11 Emergency Load Response and Pre-Emergency Load Response Participant Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

Energy Procedure Manual for Determining Supplier Peak Load Share Procedures for Load Determination

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement
ATTACHMENT N-2

Form of Facilities Study Agreement
ATTACHMENT N-3

Form of Optional Interconnection Study Agreement
ATTACHMENT O

Form of Interconnection Service Agreement

- 1.0 Parties
- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control Hardware and Software is Essential to Ensure Day-to-Day Reliability and Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the Customer Facility) to be Interconnected with the Transmission System in the PJM Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
 - 4.1 Attachment Facilities Charge
 - 4.2 Network Upgrades Charge
 - 4.3 Local Upgrades Charge
 - 4.4 Other Charges
 - 4.5 Cost breakdown

4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

1 Commencement, Term of and Conditions Precedent to Interconnection Service

- 1.1 Commencement Date
- 1.2 Conditions Precedent
- 1.3 Term
- 1.4 Initial Operation
- 1.4A Other Interconnection Options
- 1.5 Survival

2 Interconnection Service

- 2.1 Scope of Service
- 2.2 Non-Standard Terms
- 2.3 No Transmission Services
- 2.4 Use of Distribution Facilities
- 2.5 Election by Behind The Meter Generation

3 Modification Of Facilities

- 3.1 General
- 3.2 Interconnection Request
- 3.3 Standards
- 3.4 Modification Costs

4 Operations

- 4.1 General
- 4.2 [Reserved]
- 4.3 Interconnection Customer Obligations
- 4.4 Transmission Interconnection Customer Obligations
- 4.5 Permits and Rights-of-Way
- 4.6 No Ancillary Services
- 4.7 Reactive Power
- 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
- 4.9 System Protection and Power Quality
- 4.10 Access Rights
- 4.11 Switching and Tagging Rules
- 4.12 Communications and Data Protocol
- 4.13 Nuclear Generating Facilities

5 Maintenance

- 5.1 General
- 5.2 [Reserved]
- 5.3 Outage Authority and Coordination
- 5.4 Inspections and Testing
- 5.5 Right to Observe Testing
- 5.6 Secondary Systems
- 5.7 Access Rights
- 5.8 Observation of Deficiencies

6 Emergency Operations

- 6.1 Obligations
 - 6.2 Notice
 - 6.3 Immediate Action
 - 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**
 - 8.1 General
 - 8.2 Standards
 - 8.3 Testing of Metering Equipment
 - 8.4 Metering Data
 - 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person

	14.4	Amount Owing
	14.5	Limitation on Damages
	14.6	Limitation of Liability in Event of Breach
	14.7	Limited Liability in Emergency Conditions
15		Breach, Cure And Default
	15.1	Breach
	15.2	Continued Operation
	15.3	Notice of Breach
	15.4	Cure and Default
	15.5	Right to Compel Performance
	15.6	Remedies Cumulative
16		Termination
	16.1	Termination
	16.2	Disposition of Facilities Upon Termination
	16.3	FERC Approval
	16.4	Survival of Rights
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Interconnection Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Interconnection Party Shall Disclose Confidential Information
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Subcontractors
	18.1	Use of Subcontractors
	18.2	Responsibility of Principal
	18.3	Indemnification by Subcontractors
	18.4	Subcontractors Not Beneficiaries
19		Information Access And Audit Rights
	19.1	Information Access
	19.2	Reporting of Non-Force Majeure Events
	19.3	Audit Rights
20		Disputes
	20.1	Submission
	20.2	Rights Under The Federal Power Act
	20.3	Equitable Remedies
21		Notices
	21.1	General
	21.2	Emergency Notices

	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties
	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
Customer Facility Location/Site Plan		
ATTACHMENT O - SCHEDULE B		
Single-Line Diagram		
ATTACHMENT O - SCHEDULE C		
List of Metering Equipment		
ATTACHMENT O - SCHEDULE D		
Applicable Technical Requirements and Standards		
ATTACHMENT O - SCHEDULE E		
Schedule of Charges		
ATTACHMENT O - SCHEDULE F		
Schedule of Non-Standard Terms & Conditions		
ATTACHMENT O - SCHEDULE G		
Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status		
ATTACHMENT O - SCHEDULE H		
Interconnection Requirements for a Wind Generation Facility		
ATTACHMENT O - SCHEDULE I		
Interconnection Specifications for an Energy Storage Resource		
ATTACHMENT O - SCHEDULE J		
Schedule of Terms and Conditions for Surplus Interconnection Service		
ATTACHMENT O - SCHEDULE K		
Requirements for Interconnection Service Below Full Electrical Generating Capability		
ATTACHMENT O-1		
Form of Interim Interconnection Service Agreement		
ATTACHMENT O-2		
Form of Network Upgrade Funding Agreement		
ATTACHMENT P		
Form of Interconnection Construction Service Agreement		
1.0		Parties

- 2.0 Authority
- 3.0 Customer Facility
- 4.0 Effective Date and Term
 - 4.1 Effective Date
 - 4.2 Term
 - 4.3 Survival
- 5.0 Construction Responsibility
- 6.0 [Reserved.]
- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control Hardware and Software is Essential to Ensure Day-to-Day Reliability and Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant Network Upgrades
 - 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs

	3.4.2	Duration of Suspension
	3.5	Right to Complete Transmission Owner Interconnection Facilities
	3.6	Suspension of Work Upon Default
	3.7	Construction Reports
	3.8	Inspection and Testing of Completed Facilities
	3.9	Energization of Completed Facilities
	3.10	Interconnected Transmission Owner's Acceptance of Facilities Constructed by Interconnection Customer
4		Transmission Outages
	4.1	Outages; Coordination
5		Land Rights; Transfer of Title
	5.1	Grant of Easements and Other Land Rights
	5.2	Construction of Facilities on Interconnection Customer Property
	5.3	Third Parties
	5.4	Documentation
	5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
	5.6	Liens
6		Warranties
	6.1	Interconnection Customer Warranty
	6.2	Manufacturer Warranties
7		[Reserved.]
8		[Reserved.]
9		Security, Billing And Payments
	9.1	Adjustments to Security
	9.2	Invoice
	9.3	Final Invoice
	9.4	Disputes
	9.5	Interest
	9.6	No Waiver
10		Assignment
	10.1	Assignment with Prior Consent
	10.2	Assignment Without Prior Consent
	10.3	Successors and Assigns
11		Insurance
	11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
	11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
	11.2	Additional Insureds
	11.3	Other Required Terms
	11.3A	No Limitation of Liability
	11.4	Self-Insurance
	11.5	Notices; Certificates of Insurance
	11.6	Subcontractor Insurance

	11.7	Reporting Incidents
12		Indemnity
	12.1	Indemnity
	12.2	Indemnity Procedures
	12.3	Indemnified Person
	12.4	Amount Owing
	12.5	Limitation on Damages
	12.6	Limitation of Liability in Event of Breach
	12.7	Limited Liability in Emergency Conditions
13		Breach, Cure And Default
	13.1	Breach
	13.2	Notice of Breach
	13.3	Cure and Default
	13.3.1	Cure of Breach
	13.4	Right to Compel Performance
	13.5	Remedies Cumulative
14		Termination
	14.1	Termination
	14.2	[Reserved.]
	14.3	Cancellation By Interconnection Customer
	14.4	Survival of Rights
15		Force Majeure
	15.1	Notice
	15.2	Duration of Force Majeure
	15.3	Obligation to Make Payments
	15.4	Definition of Force Majeure
16		Subcontractors
	16.1	Use of Subcontractors
	16.2	Responsibility of Principal
	16.3	Indemnification by Subcontractors
	16.4	Subcontractors Not Beneficiaries
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Construction Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Construction Party Shall Disclose Confidential Information of Another Construction Party
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Information Access And Audit Rights

	18.1	Information Access
	18.2	Reporting of Non-Force Majeure Events
	18.3	Audit Rights
19		Disputes
	19.1	Submission
	19.2	Rights Under The Federal Power Act
	19.3	Equitable Remedies
20		Notices
	20.1	General
	20.2	Operational Contacts
21		Miscellaneous
	21.1	Regulatory Filing
	21.2	Waiver
	21.3	Amendments and Rights under the Federal Power Act
	21.4	Binding Effect
	21.5	Regulatory Requirements
22		Representations and Warranties
	22.1	General
ATTACHMENT P - SCHEDULE A		
		Site Plan
ATTACHMENT P - SCHEDULE B		
		Single-Line Diagram of Interconnection Facilities
ATTACHMENT P - SCHEDULE C		
		Transmission Owner Interconnection Facilities to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE D		
		Transmission Owner Interconnection Facilities to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE E		
		Merchant Network Upgrades to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE F		
		Merchant Network Upgrades to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE G		
		Customer Interconnection Facilities
ATTACHMENT P - SCHEDULE H		
		Negotiated Contract Option Terms
ATTACHMENT P - SCHEDULE I		
		Scope of Work
ATTACHMENT P - SCHEDULE J		
		Schedule of Work
ATTACHMENT P - SCHEDULE K		
		Applicable Technical Requirements and Standards
ATTACHMENT P - SCHEDULE L		
		Interconnection Customer's Agreement to Confirm with IRS Safe Harbor Provisions For Non-Taxable Status

ATTACHMENT P - SCHEDULE M

Schedule of Non-Standard Terms and Conditions

ATTACHMENT P - SCHEDULE N

Interconnection Requirements for a Wind Generation Facility

ATTACHMENT Q

PJM Credit Policy

ATTACHMENT R

Lost Revenues Of PJM Transmission Owners And Distribution of Revenues

Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost

Revenues Under Attachment X, And Revenues From PJM Existing Transactions

ATTACHMENT S

Form of Transmission Interconnection Feasibility Study Agreement

ATTACHMENT T

Identification of Merchant Transmission Facilities

ATTACHMENT U

Independent Transmission Companies

ATTACHMENT V

Form of ITC Agreement

ATTACHMENT W

COMMONWEALTH EDISON COMPANY

ATTACHMENT X

Seams Elimination Cost Assignment Charges

NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF

PROCEDURES

NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING RELIEF

PROCEDURES

SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING

RELIEF PROCEDURES

ATTACHMENT Y

**Forms of Screens Process Interconnection Request (For Generation Facilities of 2
MW or less)**

ATTACHMENT Z

Certification Codes and Standards

ATTACHMENT AA

Certification of Small Generator Equipment Packages

ATTACHMENT BB

Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW

Interconnection Service Agreement

ATTACHMENT CC

Form of Certificate of Completion

(Small Generating Inverter Facility No Larger Than 10 kW)

ATTACHMENT DD

Reliability Pricing Model

ATTACHMENT EE

Form of Upgrade Request

ATTACHMENT FF

[Reserved]

ATTACHMENT GG

Form of Upgrade Construction Service Agreement

Article 1 – Definitions And Other Documents

1.0 Defined Terms

1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

2.0 New Service Customer Financial Responsibilities

2.1 Obligation to Provide Security

2.2 Failure to Provide Security

2.3 Costs

2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

3.0 No Transmission Service

Article 4 – Early Termination

4.0 Termination by New Service Customer

Article 5 – Rights

5.0 Rights

5.1 Amount of Rights Granted

5.2 Availability of Rights Granted

5.3 Credits

Article 6 – Miscellaneous

6.0 Notices

6.1 Waiver

6.2 Amendment

6.3 No Partnership

6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

**SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT
FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY
TRANSMISSION OWNER**

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

1.1 Affiliate

1.2 Applicable Laws and Regulations

1.3 Applicable Regional Reliability Council

1.4 Applicable Standards

1.5 Breach

1.6 Breaching Party

1.7 Cancellation Costs

1.8 Commission

1.9 Confidential Information

1.10 Constructing Entity

1.11 Control Area

1.12 Costs

- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act
- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term

- 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades
 - 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance

- 11.8 Reporting Incidents
- 12.0 Indemnity
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing
 - 12.5 Limitation on Damages
 - 12.6 Limitation of Liability in Event of Breach
 - 12.7 Limited Liability in Emergency Conditions
- 13.0 Breach, Cure And Default
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14.0 Termination
 - 14.1 Termination
 - 14.2 Cancellation By New Service Customer
 - 14.3 Survival of Rights
 - 14.4 Filing at FERC
- 15.0 Force Majeure
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
- 16.0 Confidentiality
 - 16.1 Term
 - 16.2 Scope
 - 16.3 Release of Confidential Information
 - 16.4 Rights
 - 16.5 No Warranties
 - 16.6 Standard of Care
 - 16.7 Order of Disclosure
 - 16.8 Termination of Upgrade Construction Service Agreement
 - 16.9 Remedies
 - 16.10 Disclosure to FERC or its Staff
 - 16.11 No Party Shall Disclose Confidential Information of Party 16.12
Information that is Public Domain
 - 16.13 Return or Destruction of Confidential Information
- 17.0 Information Access And Audit Rights
 - 17.1 Information Access
 - 17.2 Reporting of Non-Force Majeure Events
 - 17.3 Audit Rights
 - 17.4 Waiver
 - 17.5 Amendments and Rights under the Federal Power Act
 - 17.6 Regulatory Requirements
- 18.0 Representation and Warranties

- 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects
 - 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR PJMSETTLEMENT, INC.

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION AGREEMENT

ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA AS PARTY

ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM

ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA AS PARTY

ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE PJM REGION

ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY AGREEMENT

Tariff, Part VII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VII, Subpart I, section 338
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VII, Subpart I, section 338, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which an Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 338, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 338.

(g) Nothing in this section 338 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VII, Subpart E, except to the extent the applicable terms of Tariff, Part VII, Subpart E provide otherwise.

Tariff, Part VII, sections 339 – 399
[Reserved]

Tariff, Part VIII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VIII, Subpart I, section 436
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VIII, Subpart I section 436, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which a Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that a Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 436, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 436.

(g) Nothing in this section 436 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VIII, Subpart E, except to the extent the applicable terms of Tariff, Part VIII, Subpart E provide otherwise.

Tariff, Part VIII, sections 437 – 499
[Reserved]

Tariff, Part IX, Subpart M

FORM OF

NETWORK UPGRADE FUNDING AGREEMENT

FORM OF NETWORK UPGRADE FUNDING AGREEMENT

By and Among

PJM Interconnection, L.L.C.

and

[Generation Project Developer]

and

[Transmission Owner]

(PJM Queue Position #____)

Network Upgrade Funding Agreement

for

(PJM Queue Position #____)

This Network Upgrade Funding Agreement (“NUFA”) is entered into by and among [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Generation Project Developer” or “[short name]”), [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Transmission Owner” or “[short name]”), and PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”) to compensate Transmission Owner for upgrades and additions to its transmission system (“Network Upgrades”) necessary for Interconnection Service for the Generation Project Developer’s Generating Facility under the PJM Open Access Transmission Tariff (“PJM Tariff” or “Tariff”). Generation Project Developer, Transmission Owner, and PJM are each referred to as “Party,” and collectively, as “Parties.”

WHEREAS, the Parties entered into that certain Generation Interconnection Agreement (“GIA”) associated with Queue Position No. [_____] (“GIA”);

WHEREAS, the Interconnection Service necessary for Queue Position No. [_____] requires Transmission Owner to install Network Upgrade(s) on Transmission Owner’s transmission system consisting of Network Upgrade(s) identified in Schedule A in order for Transmission Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, in accordance with the PJM Tariff in effect at the time the GIA was executed, the Transmission Owner has elected the self-fund option described in Tariff, Part VII, Subpart I, Section 338 or Tariff, Part VIII, Subpart I, Section 436, and therefore will recover the return of and on the initial capital cost of the following Network Upgrade(s) from Generation Project Developer through this NUFA, as set forth in Schedule A herein;

WHEREAS, the Transmission Owner will fund, own, operate and maintain the Network Upgrade(s);

WHEREAS, the PJM Tariff in effect at the time of execution of the GIA requires the Parties to enter into a network upgrade funding agreement in the form provided in Tariff, Part IX, Subpart M if the Transmission Owner elects to self-fund the initial capital cost of the Network Upgrades;

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties hereby agree that Transmission Owner shall recover from Generation Project Developer the return of and on the initial capital cost of the Network Upgrade(s), under the following terms and conditions:

1. **Definitions.** Capitalized terms used in this NUFA that are not otherwise defined herein shall have the meaning provided in the PJM Tariff.

2. **Effective Date and Term.** Unless terminated earlier by mutual agreement, the effective date of this NUFA shall be the date it is executed by all Parties, or such other date as specified by FERC (the “Effective Date”). This NUFA shall continue until two hundred forty (240) months of payments for each Network Upgrade governed by this NUFA have been collected by the Transmission Provider and paid to the Transmission Owner, unless the Parties

mutually agree on a different term for this NUFA, including but not limited to a term that is consistent with the term of the GIA, or such other date as mutually agreed to by the Parties from the Effective Date (“Term”).

3. **Network Upgrade Charge.**

3.1 **Monthly Payments.** Beginning with the month following notification from Transmission Owner to Generation Project Developer and Transmission Provider, consistent with the notice requirements of Section 10.1, that a Network Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this NUFA, Transmission Provider shall invoice Generation Project Developer on behalf of the Transmission Owner, for the amount of monthly revenue requirement for that Network Upgrade. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Monthly Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.2 **Annual Payments.** Alternatively, Generation Project Developer may elect to switch from receiving monthly invoices from the Transmission Provider for the Network Upgrades to an annual invoice after the first day of the next Rate Year for the Transmission Owner following the In-Service Date of the last Network Upgrade governed by this NUFA. Rate Year shall be defined by the Transmission Owner’s Formula Rate Protocols. If Generation Project Developer chooses to receive annual bills, Transmission Provider shall bill Generation Project Developer the equivalent of twelve (12) months of payments for each calendar year until the first Network Upgrade under this NUFA to be placed in service has less than twelve (12) months of payments owing in a calendar year, after which Transmission Provider shall resume billing Generation Project Developer on a monthly basis for each Network Upgrade. In no event shall the total amount paid by Generation Project Developer for a Network Upgrade be less than the equivalent amount due if there were instead monthly payments for the entire Term of this NUFA. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Annual Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.3 **Initial Payments.** The initial Payment(s) shall be based on the Estimated Network Upgrade Initial Capital Cost (“ENUC”) and is set forth in the table below.

Description	Amount
ENUC (<i>Schedule B, Line ____</i>)	\$_____
Levelized Fixed Charge Rate (<i>Schedule B, Line ____</i>)	_____ %
Annual revenue requirement (<i>Schedule B, Line ____</i>)	\$_____
Payment (<i>Schedule B, Line ____</i>)	\$_____

3.4 **Updates to Payments.** The Generation Project Developer payment amount for the Network Upgrade(s) shall be updated as Network Upgrades subject to this NUFA are placed in service and shall be re-calculated annually to be effective on the first day of the Rate Year for the Transmission Owner by updating certain inputs to the formula shown in Schedule B

of this NUFA (“Formula”), and rounded to the nearest whole dollar. The Formula calculates a levelized fixed charge rate (“Levelized Fixed Charge Rate”) and the payment amount based on the ENUC or the Actual Network Upgrade Initial Capital Cost (“ANUC”), as applicable, the Term of this NUFA in years, and certain historic, actual data from the Transmission Owner’s transmission formula rate included in Tariff, Attachment H (“Transmission Formula Rate”) or successor rate under the PJM Tariff, including but not limited to: (i) the Transmission Owner’s combined tax rate, (ii) the amounts of Transmission Owner interest on long-term debt, (iii) the long-term debt and common equity balances, and (iv) Transmission Owner’s FERC-approved return on equity. Beginning on the first day of the Transmission Owner’s Rate Year of the first or second calendar year following the In-Service Date, as applicable based on when the ANUC is determined, and each subsequent Rate Year thereafter, the payment amount shall be updated based on the Transmission Owner’s Transmission Formula Rate using data from the previous calendar year and the ANUC. Any adjustment to the relevant inputs to Transmission Owner’s Transmission Formula Rate or successor rate under the PJM Tariff used in the Formula shall require a recalculation of the Formula for the period to which such adjustment applies and shall require revised payment amounts, as well as refunds or surcharges, as necessary. Transmission Owner shall provide Generation Project Developer with notice each year of the change in payment amount as a result of annual changes to its Transmission Formula Rate.

3.5 Information Sharing. The Transmission Owner and Generation Project Developer shall make available to the other Parties information necessary to verify costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this NUFA; provided, however, that the Parties shall not use such information for purposes other than those set forth in this Section 3 and to enforce their rights under this NUFA.

3.6 Audit. Subject to the requirements of confidentiality under Section 9.2 of this NUFA: (i) the accounts and records related to the design, engineering, procurement, and construction of the Network Upgrades and/or System Protection Facilities shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Network Upgrade; (ii) the accounts and records related to the one-time true-up adjustment provided for in Section 3.7 shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment is reflected in the Generation Project Developer’s invoice; and (iii) the accounts and records related to the annual inputs to the Formula shall be subject to audit for a period of twelve (12) months following each year’s Formula update in accordance with this Section 3. Generation Project Developer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit such accounts and records. Any audit authorized by this Section 3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this NUFA.

3.7 Payment True-Up to Actual Costs. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the ANUC is known and all costs associated with the ENUC have been accounted for. The true-up adjustment will be equal to the difference between payments collected to-date and what the payments to-date would have been if the payments had been calculated using the ANUC. The true-up adjustment, either as a credit due or charge to the Generation Project Developer, shall be included in the Generation Project

Developer's next payment due, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date and will be determined based on the Commission's regulations at 18 C.F.R. § 35.19a. Transmission Provider will invoice Generation Project Developer upon determination of the true-up in accordance with this Section 3.7.

4. **Security**

4.1 **Provision of Security; Updating Security Amount.** The Generation Project Developer shall provide a letter of credit from a reasonably acceptable provider, or other form of reasonably acceptable security that names either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner as applicable, as the beneficiary in an amount equal to the ENUC (the "Security"). The Generation Project Developer shall have the option to provide the Security to either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner and shall notify all Parties of its election within ten (10) days of receipt of the NUFA from the Transmission Provider. The entity whom the Generation Project Developer chooses to provide with the Security, either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner, shall determine whether the letter of credit or other form of security is reasonably acceptable. The Security shall be provided to Transmission Provider or Transmission Owner, as applicable, by Generation Project Developer pursuant to this Section 4.1 within the later of: (i) forty-five (45) days of the execution of this NUFA by all Parties; (ii) forty-five (45) days of acceptance of this NUFA by FERC if this NUFA is filed unexecuted and the Security is being protested by Generation Project Developer; or (iii) forty-five (45) days of the date of filing of this NUFA if it is filed unexecuted and the Security is not being protested by Generation Project Developer. To the extent that the Generation Project Developer has provided Security under the GIA for any portion of the Network Upgrades covered by the NUFA, the Security required under this NUFA shall be reduced by the amount of Security required under the GIA for such Network Upgrades. Prior to the release of the Security under the GIA for the Network Upgrades by the Transmission Provider, the Generation Project Developer shall provide additional Security to the Transmission Owner or Transmission Provider, as applicable, under this NUFA in an amount that is equal to the amount of Security for the Network Upgrades released under the GIA. The Security provided under the GIA may be applied to satisfy the Security requirements under the NUFA if the form, terms, and provider of the Security provided under the GIA allow it. In no event shall Generation Project Developer allow Security to lapse between the GIA and this NUFA. The Generation Project Developer must maintain the Security required under this NUFA or the GIA at all times. Likewise, in no event shall Generation Project Developer be required to maintain concurrently the full amount of Security under the GIA and the full amount of Security under this NUFA. The Security may be adjusted to an amount equal to the ANUC after such time that the one-time true-up adjustment as described in Section 3.7 is completed for each Network Upgrade. The Security shall remain with Transmission Provider or Transmission Owner, as applicable, for the remaining months of the Term. At Generation Project Developer's discretion, such Security may be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) of the ANUC of each Network Upgrade on the first anniversary of the In-Service Date of that Network Upgrade and may continue to be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) each year over the Term of this NUFA, provided that any such reduction in the amount

of Security must be evidenced to either the Transmission Provider or the Transmission Owner, as applicable, in the form of a revised form of Security reasonably acceptable to the Transmission Owner.

4.2 Draws on Security. In the event Generation Project Developer fails to make a payment by the Monthly Due Date or Annual Due Date, as applicable, Transmission Provider or Transmission Owner, as applicable, shall be entitled to draw on the Security posted by Generation Project Developer in the amount of the missed Payments as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Generation Project Developer fails to make payment by the Monthly Due Date or Annual Due Date, as applicable, and Security has been depleted, Generation Project Developer shall provide to the Transmission Provider (for the benefit of the Transmission Owner) or Transmission Owner, as applicable based on the election in Section 4.1 new irrevocable security, in a form reasonably acceptable ("New Security") within thirty (30) days of the holder's demand for New Security.

4.3 Security Requirements. Security shall remain in place until expiration of this NUFA. Any Security provided by Generation Project Developer must be kept active, must continue to meet the security requirements of the Transmission Owner or the Transmission Provider, as applicable, and must be available to Transmission Provider or Transmission Owner, as applicable, for the purpose of making payments under this NUFA in the event that Generation Project Developer fails to make such payment. Any fees or costs associated with the provision of security are the responsibility of the Generation Project Developer.

4.4 Tax Gross-Up. Generation Project Developer acknowledges that the construction of the Network Upgrade(s) under the GIA could be subject to tax gross-up, as applicable, upon the Generation Project Developer's default under this NUFA and that the Security provided hereunder could be used to cover such obligations.

5. Breach, Default, and Cross-Default

5.1 General. Upon a Breach of this NUFA, the non-breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to all non-breaching Parties. The Breaching Party shall have thirty (30) days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within thirty (30) days, the Breaching Party shall commence such cure within thirty (30) days after notice thereof and shall continuously and diligently complete such cure within ninety (90) days from receipt of the notice of Breach. If cured within such time provided by the foregoing, the Breach specified in such notice shall be deemed cured and treated by the Parties as if it had not occurred. If a Breach is not cured as provided in this Section 5.1, or is not capable of being cured within the period provided for herein, the Breaching Party shall be in default under this NUFA.

5.2 Generation Project Developer Default. Generation Project Developer shall be in default of this NUFA if Generation Project Developer: (i) fails to make two (2) consecutive monthly Payments when due or be more than sixty (60) days late in providing an annual payment; provided that, Transmission Provider has given Generation Project Developer notice of and Generation Project Developer has failed to cure such late payments consistent with

Section 5.1; (ii) fails to provide New Security within thirty (30) days of the demand for New Security consistent with Section 4.2; (iii) terminates operation of its Generating Facility prior to the end of the Term of this NUFA; or (iv) is declared to be in Default under its GIA. In the event of default, Generation Project Developer shall promptly pay to Transmission Provider all Payments still owed under this NUFA. In the event that Generation Project Developer does not promptly pay all amounts due and owing to the Transmission Provider, the Transmission Provider may draw on the remaining balance of the Security provided by the Generation Project Developer. This payment or draw on the Security does not limit any and all rights and remedies available to the Transmission Provider or Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this NUFA. Generation Project Developer shall indemnify Transmission Provider and Transmission Owner for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed for the remaining months, including, as applicable, any tax gross-up obligations under this NUFA.

5.3 Transmission Owner Default. Transmission Owner shall be in default of this NUFA if Transmission Owner: (i) fails to provide Generation Project Developer with any of the information access and audit rights provided in Section 3.6; (ii) such failure is not cured following notice from Generation Project Developer as provided in Section 5.1; and (iii) such failure has a material adverse effect on Generation Project Developer's ability to perform under this NUFA.

5.4 Cross-Default. This NUFA is a requirement for Interconnection Service under the PJM Tariff when an Transmission Owner has elected to fund the capital for the Network Upgrades and shall be subject to the terms and conditions of the PJM Tariff, including the rights to termination of Interconnection Service. Notwithstanding anything to the contrary contained in this NUFA, a Breach by Generation Project Developer of any provision, covenant or other term or condition contained in this NUFA shall be considered a Breach under the Generation Project Developer's GIA referenced in the recitals to this NUFA. An event of default by Generation Project Developer under Section 5.2 hereof shall, after the passage of all applicable notice and cure or grace periods, be considered a default under this NUFA and a default of the Generation Project Developer's GIA referenced in the recitals to this NUFA. Transmission Owner and Transmission Provider shall be entitled (but in no event required) in an event of such dual Breach or default to apply all rights and remedies available in this NUFA and the GIA by reason of a Breach or default.

5.5 Notice of Default. In the event of a default under Generation Project Developer's GIA, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owners that have FERC-filed service agreements with Generation Project Developer under the PJM Tariff.

6. Reimbursed Network Upgrades

Following the execution of this NUFA, if the Transmission Provider determines that any portion of the costs of the Network Upgrades covered by this NUFA should be allocated to one or more subsequent Generating Facilities ("New Customer(s)"), the Parties shall amend this NUFA and/or enter into new agreements in the form provided in Tariff, Attachment O-2 to

reflect Generation Project Developer and New Customer's (or New Customers') respective responsibility for the remaining costs of the Network Upgrade subject to this NUFA based on the effective date of New Customer's GIA.

7. **Assignment**

This NUFA shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this NUFA or their related contractual rights without the prior written consent of the other Parties, which prior written consents shall be not be unreasonably withheld or delayed; provided that the assignee is at least as creditworthy as the assigning Party and the assignee of the Generation Project Developer shall provide Transmission Owner with Security as contemplated herein; and provided further that Generation Project Developer shall have the right to assign this NUFA, without the consent of either the Transmission Provider or the Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Generation Project Developer will promptly notify Transmission Provider and Transmission Owner of any such assignment. No assignment of this NUFA shall release or discharge any Party from their future obligations hereunder unless all such obligations are assumed by the successor or assignee of that Party in writing.

8. **No Transmission Service**

The execution of a NUFA does not constitute a request for transmission service, or entitle Generation Project Developer to receive transmission service, under Tariff, Part II or Tariff, Part III. Nor does the execution of an NUFA obligate Transmission Owner or Transmission Provider to procure, supply or deliver to Generation Project Developer or the Generating Facility any energy, capacity, Ancillary Services or Station Power (and any associated distribution services).

9. **Miscellaneous**

9.1 **Entire Agreement.** This NUFA represents the entire agreement among the Parties with reference to payment terms for the Network Upgrade(s) provided by Transmission Owner for Generation Project Developer under the GIA. This NUFA may not be amended, modified, or waived other than by a written document signed by all Parties.

9.2 **Confidentiality**

9.2.1 **Definition.** Confidential Information under this NUFA shall have the same meaning as provided in the PJM Tariff. Critical Energy/Electric Infrastructure Information ("CEII") shall have the meaning provided in 18 C.F.R. § 388.113(c)(1)-(2).

9.2.2 **Term.** During the Term of this NUFA, and for a period of three (3) years after the expiration or termination of the NUFA, except as otherwise provided in this Section 9.2 or with regard to CEII, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any other Party. In addition to being treated as Confidential Information hereunder, CEII shall be treated in accordance with Commission policy and regulations.

9.2.3 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this NUFA; or (vi) is required, in accordance with Section 9.2.8, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this NUFA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

9.2.4 Release of Confidential Information. No Party shall disclose Confidential Information to any other person, except to its Affiliates (limited by the Commission's Standards of Conduct for Transmission Providers, 18 C.F.R. Part 358), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Generation Project Developer, or to potential purchasers or assignees of Generation Project Developer, on a need-to-know basis in connection with this NUFA, unless such person has first been advised of the confidentiality provisions of this Section 9.2 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 9.2.

9.2.5 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure. Nothing in this NUFA shall limit or otherwise modify Transmission Provider's rights and obligations with respect to Confidential Information as set forth in the PJM Tariff.

9.2.6 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.2.7 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this NUFA or its regulatory requirements.

9.2.8 Order of Disclosure. If a Governmental Authority with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral

deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this NUFA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.2.9 Termination of Agreement. Upon termination of this NUFA for any reason, each Party shall, within ten (10) days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party.

9.2.10 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 9.2. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section 9.2, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 9.2, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 9.2.

9.2.11 Disclosure to FERC or its Staff. Notwithstanding anything in this Section 9.2 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this NUFA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this NUFA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this NUFA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

9.2.12 Competitively Sensitive Information. Subject to the exception in Section 9.2.11, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this NUFA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent

disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this NUFA or as the Regional Transmission Organization including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this Section 9.2.12, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

9.3 Regulatory Approval. This NUFA and its terms shall be subject to approval, if applicable, by the Commission. This NUFA and its terms shall also be subject to, as applicable, the PJM Tariff.

9.4 Force Majeure.

9.4.1 Notice. A Party that is unable to carry out an obligation imposed on it by this NUFA due to Force Majeure shall notify the other parties in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

9.4.2 Duration of Force Majeure. A Party shall not be responsible, or considered to be in Breach or default under this NUFA, for any failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other parties.

9.4.3 Obligation to Make Payments. Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

9.4.4 Definition of Force Majeure. For purposes of this section, an event of Force Majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force Majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor

dispute) which an affected Party fails to remove or remedy within a reasonable time; or
(iii) economic hardship of an affected Party.

9.5 Disputes. Any dispute hereunder shall be referred to senior representatives of each Party. If the senior representatives are not able to resolve the dispute within thirty (30) days, the dispute resolution procedures of Tariff, Part I section 12 and Tariff, Part IV, section 40 shall apply to the resolution of any dispute hereunder.

9.6 Reservation of Rights. Nothing in this NUFA shall limit the rights of the Parties or of FERC under Section 205 and 206 of the Federal Power Act and FERC's rules and regulations thereunder.

9.7 Liability. A party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this NUFA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the PJM Tariff. The provisions set forth in the PJM Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this NUFA, regardless of whether the obligation is preceded by a specific directive.

9.8 Governing Law. This NUFA is governed by and shall be construed in accordance with laws of the State of Delaware, without regard for any principles of conflicts of laws.

9.9 No Waiver. It is mutually understood that any failure by Transmission Provider or Transmission Owner or inconsistency to enforce or require the strict keeping and performance by Generation Project Developer of any of the provisions of this NUFA shall not constitute a waiver by Transmission Provider or Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission Provider or Transmission Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in this NUFA shall not affect the validity of this NUFA as a whole or the validity or any other provisions therein.

9.10 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NUFA. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. Notice

10.1 General. Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for

delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address specified in Section 10.2. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

10.2 Contacts. Any Party may update its contact information by providing notice to the other Parties in accordance with Section 10.1.

Transmission Owner

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Generation Project Developer

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Transmission Provider

[Name]

PJM Interconnection, L.L.C.

2750 Monroe Blvd

Audubon, PA 19403

[Email]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Transmission Provider, Generation Project Developer and Transmission Owner have caused this NUFA to be executed by their respective authorized officials.

(PJM Queue Position #____)

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

By: _____
Printed Name Title Date

Generation Project Developer: **[Name of Party]**

By: _____
Printed Name Title Date

Transmission Owner:

By: _____
Printed Name Title Date

Signature Page to Network Upgrade Funding Agreement

Schedule A
Network Upgrade Facilities

Schedule B

Formula Rate Exhibit

PJM TO @ 21% FIT

Schedule B

Levelized Fixed Charge Rate Calculation with Deferred Recovery

(Blank Template)

1
2
3
4
5
6
7 Project Name: 20XX Network Upgrade project
8
9 Description 20XX Network Upgrade project
10
11 Cost Year: 20XX Actual True-up
12
13 Estimated or Actual Cost and ISD: Actual cost; Actual ISD 6/1/20XX
14
15 Rate Recovery Period: June 1, 20XX thru May 31, 20XX
16

17 Levelized Fixed Charge Computation:
18

19	Initial Network Upgrade Capital Cost		\$0
20	Levelized FCR with Deferred Recovery	(Line 57)	0.0000%
21	Annual Network Upgrade Charge	(Line 19 x Line 20)	\$0
22	Monthly Payment	(Line 21 / 12)	\$0

23
24 Fixed Charge Rate Calculation:
25

26 Investment (Line 19) 0
27
28 PW Federal Tax Depreciation [Line 109, Col (f)] 0
29 Applicable federal tax rate (Line 64) 0.00%
30 PW Federal Tax Benefit (Line 28 x Line 29) 0
31

32	PW State Tax Depreciation	[Line 109, Col (g)]	0
33	Applicable state tax rate	(Line 65)	0.00%
34	PW State Tax Benefit	(Line 32 x Line 33)	0
35			
36	PW Tax Benefit	(Line 30 + Line 34)	0
37	Present Worth Cashflow	(Line 26 - Line 36)	0
38	Revenue Conversion Factor	$[1/(1 - \text{Line 63})]$	1.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	0
40			
41	In Service Date		6/1/2021
42	Recovery Start Date		6/1/2021
43	Deferral Days (February counted as 28 days)		0
44	Deferral Annualization Factor (based on 365 days)	(Line 43/365)	0.0000%
45	Discount Rate per Year	(Line 75)	0.0000%
46	Deferral Factor	$\{[(1+\text{Line 45})^{\text{Line 44}}] - 1\}$	0.0000%
47	Deferral Adjustment	(Line 39 x Line 46)	0
48			
49	Present Worth with Deferred Recovery	(Line 39 + Line 47)	0
50			
51	Recovery Period (RP)		20
52	Annualization Factor	$\{i [(1+i)^{\text{RP}}]\} / \{[(1+i)^{\text{RP}}] - 1\}$	0.0000%
53		(where RP is Line 51, and i is Line 45)	
54			
55	Levelized Amount	(Line 49 x Line 52)	0
56			
57	Levelized Fixed Charge Rate (FCR)	(Line 55 / Line 26)	0.0000%
58			
59			
60	Project Name:	20XX Network Upgrade project	
61			
62	<u>Inputs from Formula Rate True-up Filing</u>		

63 Combined Tax Rate 0.00%
 64 Applicable Federal Income Tax Rate 0.00%
 65 Applicable State Income Tax Rate 0.00%

66

67

68	Capital Structure	Amount	Weight	Cost	Weighted Cost
69					
70	Long-Term Debt	0	0.00%	0.00%	0.0000%
71	Preferred Stock	0	0.00%	0.00%	0.0000%
72	Common Equity	0	0.00%	0.00%	0.0000%
73	Total Capitalization	0	0.00%		0.0000%

74

75 Discount Rate (Line 73 - (Line 63 x Line 70)) 0.0000%

76

77

78

79

80 MACRS Depreciation Rates with Bonus Depreciation Option:

81

82	(a)	(b)	(c)	(d)	(e)	(f)	(g)
83	Year	MACRS	MACRS	State	Present	Present	Present
84		Rates	Depr	Depr	Worth	Worth	Worth
85					Factor	Federal Tax	State Tax
86					$1/(1+i)^n$	Depreciation	Depreciation

87

88	Base	(Line 19)	\$0	\$0			
89	1	0.00%	0		1.000000	0	
90	Remaining Base	(Line 88-Line 89)	0.0				
91							
92	1	5.00%	0	0	1.000000	0	0

93	2	9.50%	0	0	1.000000	0	0
94	3	8.55%	0	0	1.000000	0	0
95	4	7.70%	0	0	1.000000	0	0
96	5	6.93%	0	0	1.000000	0	0
97	6	6.23%	0	0	1.000000	0	0
98	7	5.90%	0	0	1.000000	0	0
99	8	5.90%	0	0	1.000000	0	0
100	9	5.91%	0	0	1.000000	0	0
101	10	5.90%	0	0	1.000000	0	0
102	11	5.91%	0	0	1.000000	0	0
103	12	5.90%	0	0	1.000000	0	0
104	13	5.91%	0	0	1.000000	0	0
105	14	5.90%	0	0	1.000000	0	0
106	15	5.91%	0	0	1.000000	0	0
107	16	2.95%	0	0	1.000000	0	0
108							
109	Total		0	0		0	0
110							

111 Footnote:

112 *Use Line 89 if bonus depreciation is applicable*

113

**Line or
Note**

Response	Cap Limit %
No	

		Actual	Cap Limit	Cost	Weighted	
	\$	%	%	(Note "X")		
Long Term Debt	0	0.00%	0.00%	0.0000	0.0000	=WCLTD
Preferred Stock	0	0.00%	0.00%	0.0000	0.0000	
Common Stock	0	0.00%	0.00%	0.0000	0.0000	
Total Capitalization (Sum Lines to)	0				0.0000	=R

FIT =	0.00%
SIT=	0.00%
p =	0.00%
INCOME TAXES	
T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =	0.00%

Notes:

ATTACHMENT B

**PJM OATT
(Marked Tariff)**

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 *System Impact* Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 *System Impact* Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (*Synchronous*) or Greater than 5 MW (*Inverter-based*)

112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous or 5 MW *or Less* (Inverter-based)

112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW

112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

113 Notices

114 Deactivation Avoidable Cost Credit

115 Deactivation Avoidable Cost Rate

116 Filing and Updating of Deactivation Avoidable Cost Rate

117 Excess Project Investment Required

118 Refund of Project Investment Reimbursement

118A Recovery of Project Investment

119 Cost of Service Recovery Rate

120 Cost Allocation

121 Performance Standards

122 Black Start Units

123-199 [Reserved]

VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES

Preamble

200 Applicability

201 Queue Position

Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES FOR NEW SERVICE REQUESTS

202 Coordination with Affected Systems

203 System Impact Study Agreement

204 Tender of System Impact Study Agreement

205 System Impact Study Procedures

206 Facilities Study Agreement

207 Facilities Study Procedures

208 Expedited Procedures for Part II Requests

209 Optional Interconnection Studies

210 Responsibilities of the Transmission Provider and Transmission Owners

Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-FUNDED UPGRADES

211 Interim Interconnection Service Agreement

212 Interconnection Service Agreement

213 Upgrade Construction Service Agreement

214 Filing/Reporting of Agreements

215 Transmission Service Agreements

216 Interconnection Requests Designated as Market Solutions

217 Cost Responsibility for Necessary Facilities and Upgrades

- 218 New Service Requests Involving Affected Systems
- 219 Inter-queue Allocation of Costs of Transmission Upgrades
- 220 Advance Construction of Certain Network Upgrades
- 221 Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
- 222 Confidentiality
- 223 Confidential Information
- 224 – 229 [Reserved]
- Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES**
- 230 Capacity Interconnection Rights
- 231 Incremental Auction Revenue Rights
- 232 Transmission Injection Rights and Transmission Withdrawal Rights
- 233 Incremental Available Transfer Capability Revenue Rights
- 234 Incremental Capacity Transfer Rights
- 235 Incremental Deliverability Rights
- 236 Interconnection Rights for Certain Transmission Interconnections
- 237 IDR Transfer Agreements
- 238 – 299 [Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

- 300 *Definitions*
- 301 *Transition Introduction*
- 302 *Site Control*

Subpart B – AE1-AG1 TRANSITION CYCLE #1

- 303 *Transition Eligibility*
- 304 *AE1-AG1 Expedited Process Eligibility*

Subpart C – AG2-AH1 TRANSITION CYCLE #2

- 305 *Introduction, Overview and Eligibility*
- 306 *Application Rules*

Subpart D – PHASES AND DECISION POINTS

- 307 *Introduction*
- 308 *Phase I*
- 309 *Decision Point I*
- 310 *Phase II*
- 311 *Decision Point II*
- 312 *Phase III*
- 313 *Decision Point III*
- 314 *Final Agreement Negotiation Phase*

Subpart E – MISCELLANEOUS

- 315 *Assignment of Project Identifier*
- 316 *Service Below The Meter Generator*
- 317 *Behind The Meter Generation*
- 318 *Base Case Data*
- 319 *Service on Merchant Transmission Facilities*

320	<i>Local Furnishing Bonds</i>
321	<i>Internal Dispute Resolution Procedures</i>
322	<i>Responsibilities of Transmission Provider and Transmission Owner</i>
323	<i>Additional Upgrades</i>
324	<i>IDR Transfer Agreement</i>
325	<i>Regional Transmission Expansion Plan</i>
326	<i>Transmission Owner Construction Obligation for Necessary Facilities and Upgrade</i>
327	<i>Confidentiality</i>
328	<i>Capacity Interconnection Rights</i>
329	<i>Incremental Rights</i>
330	<i>Rights for Transmission Interconnections</i>
331	<i>Milestones</i>
332	<i>Winter Capacity Interconnection Rights</i>
333	<i>Interconnection Studies Processing Time and Metrics</i>
334	<i>Transmission Provider Website Postings</i>
Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS	
335	<i>Wholesale Market Participation Agreement/Non-Jurisdictional Agreements</i>
Subpart G – AFFECTED SYSTEM RULES	
336	<i>Affected System Rules</i>
Subpart H – UPGRADE REQUESTS	
337	<i>Upgrade Requests</i>
<u>Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES</u>	
338	<u>Transmission Owner Initial Funding of Network Upgrades</u>
339	<u>[Reserved]</u>

VIII. 400 – 499 [Reserved]

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

500	<i>Execution Deadlines</i>
Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT	
Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT COMBINED WITH CONSTRUCTION SERVICE AGREEMENT	
Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION AGREEMENT	
Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT	
Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT	
Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT	
Subpart G – FORM OF NECESSARY STUDIES AGREEMENT	
Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT	
Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT	
Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT	
Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT	

***Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY
APPLICATION AND AGREEMENT***

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery

SCHEDULE 9-OPSI

OPSI Funding

SCHEDULE 9-CAPS

CAPS Funding

SCHEDULE 9-FINCON

Finance Committee Retained Outside Consultant

SCHEDULE 9-MMU
 MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
 North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
 Reliability First Corporation Charge
SCHEDULE 11
 [Reserved for Future Use]
SCHEDULE 11A
 Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
 Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
 Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
 Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
 Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
 Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
 Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
 Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
 Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
 Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
 Form of Service Agreement For Non-Firm Point-To-Point Transmission Service
ATTACHMENT C
 Methodology To Assess Available Transfer Capability
ATTACHMENT C-1
 Conversion of Service in the Dominion and Duquesne Zones
ATTACHMENT C-2
 Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, (“DEOK”) Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A

ATTACHMENT H-3E

Delmarva Power & Light Company Formula Rate Implementation Protocols

ATTACHMENT H-3F

Old Dominion Electric Cooperative Formula Rate – Appendix A

ATTACHMENT H-3G

Old Dominion Electric Cooperative Formula Rate Implementation Protocols

ATTACHMENT H-4

Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-4A

Other Supporting Facilities - Jersey Central Power & Light Company

ATTACHMENT H-4B

Jersey Central Power & Light Company – [Reserved]

ATTACHMENT H-5

Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service

ATTACHMENT H-5A

Other Supporting Facilities -- Metropolitan Edison Company

ATTACHMENT H-6

Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service

ATTACHMENT H-6A

Other Supporting Facilities Charges -- Pennsylvania Electric Company

ATTACHMENT H-7

Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service

ATTACHMENT H-7A

PECO Energy Company Formula Rate Template

ATTACHMENT H-7B

PECO Energy Company Monthly Deferred Tax Adjustment Charge

ATTACHMENT H-7C

PECO Energy Company Formula Rate Implementation Protocols

ATTACHMENT H-8

Annual Transmission Rates – PPL Group for Network Integration Transmission Service

ATTACHMENT H-8A

Other Supporting Facilities Charges -- PPL Electric Utilities Corporation

ATTACHMENT 8C

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT 8D

UGI Utilities, Inc. Formula Rate Implementation Protocols

ATTACHMENT 8E

UGI Utilities, Inc. Formula Rate – Appendix A

ATTACHMENT H-8G

Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for Network Integration Transmission Service

ATTACHMENT H-10

Annual Transmission Rates -- Public Service Electric and Gas Company for Network Integration Transmission Service

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

Formula Rate Implementation Protocols – Public Service Electric and Gas Company

ATTACHMENT H-11

Annual Transmission Rates -- Allegheny Power for Network Integration Transmission Service

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

Annual Transmission Rates -- Rockland Electric Company for Network Integration Transmission Service

ATTACHMENT H-13

Annual Transmission Rates – Commonwealth Edison Company for Network Integration Transmission Service

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

Annual Transmission Rates – AEP East Operating Companies for Network Integration Transmission Service

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

Annual Transmission Rates -- The Dayton Power and Light Company for Network Integration Transmission Service

ATTACHMENT H-16

Annual Transmission Rates -- Virginia Electric and Power Company for Network Integration Transmission Service

ATTACHMENT H-16A

Formula Rate - Virginia Electric and Power Company

ATTACHMENT H-16B

Formula Rate Implementation Protocols - Virginia Electric and Power Company

ATTACHMENT H-16C

**Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving
 Entities in the Dominion Zone**
ATTACHMENT H-16D – [Reserved]
ATTACHMENT H-16E – [Reserved]
ATTACHMENT H-16AA
Virginia Electric and Power Company
ATTACHMENT H-17
**Annual Transmission Rates -- Duquesne Light Company for Network Integration
 Transmission Service**
ATTACHMENT H-17A
Duquesne Light Company Formula Rate – Appendix A
ATTACHMENT H-17B
Duquesne Light Company Formula Rate Implementation Protocols
ATTACHMENT H-17C
Duquesne Light Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-18
Annual Transmission Rates – Trans-Allegheny Interstate Line Company
ATTACHMENT H-18A
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A
ATTACHMENT H-18B
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols
ATTACHMENT H-19
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.
ATTACHMENT H-19A
Potomac-Appalachian Transmission Highline, L.L.C. Summary
ATTACHMENT H-19B
**Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate
 Implementation Protocols**
ATTACHMENT H-20
**Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP
 Zone**
ATTACHMENT H-20A
**AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate
 Implementation Protocols**
ATTACHMENT H-20A APPENDIX A
Transmission Formula Rate Settlement for AEPTCo
ATTACHMENT H-20B - Part I
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-20B - Part II
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**
ATTACHMENT H-21
**Annual Transmission Rates – American Transmission Systems, Inc. for Network
 Integration Transmission Service**
ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI
ATTACHMENT H-21A Appendix B - ATSI
ATTACHMENT H-21A Appendix C - ATSI
ATTACHMENT H-21A Appendix C - ATSI [Reserved]
ATTACHMENT H-21A Appendix D – ATSI
ATTACHMENT H-21A Appendix E - ATSI
ATTACHMENT H-21A Appendix F – ATSI [Reserved]
ATTACHMENT H-21A Appendix G - ATSI
ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)
ATTACHMENT H-21B ATSI Protocol
ATTACHMENT H-22
 Annual Transmission Rates – DEOK for Network Integration Transmission Service
 and Point-to-Point Transmission Service
ATTACHMENT H-22A
 Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template
ATTACHMENT H-22B
 DEOK Formula Rate Implementation Protocols
ATTACHMENT H-22C
 Additional provisions re DEOK and Indiana
ATTACHMENT H-23
 EP Rock springs annual transmission Rate
ATTACHMENT H-24
 EKPC Annual Transmission Rates
ATTACHMENT H-24A APPENDIX A
 EKPC Schedule 1A
ATTACHMENT H-24A APPENDIX B
 EKPC RTEP
ATTACHMENT H-24A APPENDIX C
 EKPC True-up
ATTACHMENT H-24A APPENDIX D
 EKPC Depreciation Rates
ATTACHMENT H-24-B
 EKPC Implementation Protocols
ATTACHMENT H-25 - [Reserved]
ATTACHMENT H-25A - [Reserved]
ATTACHMENT H-25B - [Reserved]
ATTACHMENT H-26
 Transource West Virginia, LLC Formula Rate Template
ATTACHMENT H-26A
 Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
 Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
 Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
 Silver Run Electric, LLC Formula Rate Implementation Protocols

ATTACHMENT H-28

Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-28A

Mid-Atlantic Interstate Transmission, LLC Formula Rate Template

ATTACHMENT H-28B

Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation Protocols

ATTACHMENT H-29

Annual Transmission Rates – Transource Pennsylvania, LLC

ATTACHMENT H-29A

Transource Pennsylvania, LLC Formula Rate Template

ATTACHMENT H-29B

Transource Pennsylvania, LLC Formula Rate Implementation Protocols

ATTACHMENT H-30

Annual Transmission Rates – Transource Maryland, LLC

ATTACHMENT H-30A

Transource Maryland, LLC Formula Rate Template

ATTACHMENT H-30B

Transource Maryland, LLC Formula Rate Implementation Protocols

ATTACHMENT H-31

Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for Network Integration Transmission Service

ATTACHMENT H-32

Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC

ATTACHMENT H-32A

AMP Transmission, LLC - Formula Rate Template

ATTACHMENT H-32B

AMP Transmission, LLC - Formula Rate Implementation Protocols

ATTACHMENT H-32C

Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC for Network Integration Transmission Service

ATTACHMENT H-33

Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana, Inc.

ATTACHMENT H-33A

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

Annual Transmission Rates -- Non-Zone Network Load for Network Integration Transmission Service

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones
ATTACHMENT K
Transmission Congestion Charges and Credits
Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas
- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination

4. [Reserved For Future Use]

5. CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES

- 5.1 Transmission Congestion Charge Calculation
- 5.2 Transmission Congestion Credit Calculation
- 5.3 Unscheduled Transmission Service (Loop Flow)

- 5.4 Transmission Loss Charge Calculation
- 5.5 Distribution of Total Transmission Loss Charges
- 5.6 Transmission Constraint Penalty Factors
- 6. “MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters –
Parameter-Limited Schedules
- 6A. [Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJM Settlement as Counterparty
- 8. EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance
 - 8.10 Non-Hourly Metered Customer Pilot
 - 8.11 Emergency Load Response and Pre-Emergency Load Response Participant
Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

**Energy Procedure Manual for Determining Supplier Peak Load Share
Procedures for Load Determination**

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement

ATTACHMENT N-2

Form of Facilities Study Agreement

ATTACHMENT N-3

Form of Optional Interconnection Study Agreement

ATTACHMENT O

Form of Interconnection Service Agreement

1.0 Parties

- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the
Customer Facility) to be Interconnected with the Transmission System in the PJM
Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
- 4.1 Attachment Facilities Charge
- 4.2 Network Upgrades Charge
- 4.3 Local Upgrades Charge
- 4.4 Other Charges
- 4.5 Cost breakdown
- 4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

**1 Commencement, Term of and Conditions Precedent to
Interconnection Service**

- 1.1 Commencement Date
- 1.2 Conditions Precedent
- 1.3 Term

- 1.4 Initial Operation
- 1.4A Other Interconnection Options
- 1.5 Survival
- 2 Interconnection Service**
 - 2.1 Scope of Service
 - 2.2 Non-Standard Terms
 - 2.3 No Transmission Services
 - 2.4 Use of Distribution Facilities
 - 2.5 Election by Behind The Meter Generation
- 3 Modification Of Facilities**
 - 3.1 General
 - 3.2 Interconnection Request
 - 3.3 Standards
 - 3.4 Modification Costs
- 4 Operations**
 - 4.1 General
 - 4.2 [Reserved]
 - 4.3 Interconnection Customer Obligations
 - 4.4 Transmission Interconnection Customer Obligations
 - 4.5 Permits and Rights-of-Way
 - 4.6 No Ancillary Services
 - 4.7 Reactive Power
 - 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
 - 4.9 System Protection and Power Quality
 - 4.10 Access Rights
 - 4.11 Switching and Tagging Rules
 - 4.12 Communications and Data Protocol
 - 4.13 Nuclear Generating Facilities
- 5 Maintenance**
 - 5.1 General
 - 5.2 [Reserved]
 - 5.3 Outage Authority and Coordination
 - 5.4 Inspections and Testing
 - 5.5 Right to Observe Testing
 - 5.6 Secondary Systems
 - 5.7 Access Rights
 - 5.8 Observation of Deficiencies
- 6 Emergency Operations**
 - 6.1 Obligations
 - 6.2 Notice
 - 6.3 Immediate Action
 - 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**

- 8.1 General
- 8.2 Standards
- 8.3 Testing of Metering Equipment
- 8.4 Metering Data
- 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person
 - 14.4 Amount Owing
 - 14.5 Limitation on Damages
 - 14.6 Limitation of Liability in Event of Breach
 - 14.7 Limited Liability in Emergency Conditions
- 15 Breach, Cure And Default**
 - 15.1 Breach
 - 15.2 Continued Operation
 - 15.3 Notice of Breach

	15.4	Cure and Default
	15.5	Right to Compel Performance
	15.6	Remedies Cumulative
16		Termination
	16.1	Termination
	16.2	Disposition of Facilities Upon Termination
	16.3	FERC Approval
	16.4	Survival of Rights
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Interconnection Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Interconnection Party Shall Disclose Confidential Information
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Subcontractors
	18.1	Use of Subcontractors
	18.2	Responsibility of Principal
	18.3	Indemnification by Subcontractors
	18.4	Subcontractors Not Beneficiaries
19		Information Access And Audit Rights
	19.1	Information Access
	19.2	Reporting of Non-Force Majeure Events
	19.3	Audit Rights
20		Disputes
	20.1	Submission
	20.2	Rights Under The Federal Power Act
	20.3	Equitable Remedies
21		Notices
	21.1	General
	21.2	Emergency Notices
	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties

	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2.	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
		Customer Facility Location/Site Plan
ATTACHMENT O - SCHEDULE B		
		Single-Line Diagram
ATTACHMENT O - SCHEDULE C		
		List of Metering Equipment
ATTACHMENT O - SCHEDULE D		
		Applicable Technical Requirements and Standards
ATTACHMENT O - SCHEDULE E		
		Schedule of Charges
ATTACHMENT O - SCHEDULE F		
		Schedule of Non-Standard Terms & Conditions
ATTACHMENT O - SCHEDULE G		
		Interconnection Customer's Agreement to Conform with IRS Safe Harbor
		Provisions for Non-Taxable Status
ATTACHMENT O - SCHEDULE H		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT O – SCHEDULE I		
		Interconnection Specifications for an Energy Storage Resource
ATTACHMENT O – SCHEDULE J		
		Schedule of Terms and Conditions for Surplus Interconnection Service
ATTACHMENT O – SCHEDULE K		
		Requirements for Interconnection Service Below Full Electrical Generating
		Capability
ATTACHMENT O-1		
		Form of Interim Interconnection Service Agreement
ATTACHMENT O-2		
		Form of Network Upgrade Funding Agreement
ATTACHMENT P		
		Form of Interconnection Construction Service Agreement
	1.0	Parties
	2.0	Authority
	3.0	Customer Facility
	4.0	Effective Date and Term
	4.1	Effective Date
	4.2	Term
	4.3	Survival
	5.0	Construction Responsibility
	6.0	[Reserved.]

- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant
Network Upgrades
- 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs
 - 3.4.2 Duration of Suspension
- 3.5 Right to Complete Transmission Owner Interconnection
Facilities
- 3.6 Suspension of Work Upon Default
- 3.7 Construction Reports
- 3.8 Inspection and Testing of Completed Facilities
- 3.9 Energization of Completed Facilities
- 3.10 Interconnected Transmission Owner's Acceptance of

	Facilities Constructed by Interconnection Customer
4	Transmission Outages
4.1	Outages; Coordination
5	Land Rights; Transfer of Title
5.1	Grant of Easements and Other Land Rights
5.2	Construction of Facilities on Interconnection Customer Property
5.3	Third Parties
5.4	Documentation
5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
5.6	Liens
6	Warranties
6.1	Interconnection Customer Warranty
6.2	Manufacturer Warranties
7	[Reserved.]
8	[Reserved.]
9	Security, Billing And Payments
9.1	Adjustments to Security
9.2	Invoice
9.3	Final Invoice
9.4	Disputes
9.5	Interest
9.6	No Waiver
10	Assignment
10.1	Assignment with Prior Consent
10.2	Assignment Without Prior Consent
10.3	Successors and Assigns
11	Insurance
11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
11.2	Additional Insureds
11.3	Other Required Terms
11.3A	No Limitation of Liability
11.4	Self-Insurance
11.5	Notices; Certificates of Insurance
11.6	Subcontractor Insurance
11.7	Reporting Incidents
12	Indemnity
12.1	Indemnity
12.2	Indemnity Procedures
12.3	Indemnified Person
12.4	Amount Owing
12.5	Limitation on Damages
12.6	Limitation of Liability in Event of Breach

	12.7	Limited Liability in Emergency Conditions
13		Breach, Cure And Default
	13.1	Breach
	13.2	Notice of Breach
	13.3	Cure and Default
	13.3.1	Cure of Breach
	13.4	Right to Compel Performance
	13.5	Remedies Cumulative
14		Termination
	14.1	Termination
	14.2	[Reserved.]
	14.3	Cancellation By Interconnection Customer
	14.4	Survival of Rights
15		Force Majeure
	15.1	Notice
	15.2	Duration of Force Majeure
	15.3	Obligation to Make Payments
	15.4	Definition of Force Majeure
16		Subcontractors
	16.1	Use of Subcontractors
	16.2	Responsibility of Principal
	16.3	Indemnification by Subcontractors
	16.4	Subcontractors Not Beneficiaries
17		Confidentiality
	17.1	Term
	17.2	Scope
	17.3	Release of Confidential Information
	17.4	Rights
	17.5	No Warranties
	17.6	Standard of Care
	17.7	Order of Disclosure
	17.8	Termination of Construction Service Agreement
	17.9	Remedies
	17.10	Disclosure to FERC or its Staff
	17.11	No Construction Party Shall Disclose Confidential Information of Another Construction Party
	17.12	Information that is Public Domain
	17.13	Return or Destruction of Confidential Information
18		Information Access And Audit Rights
	18.1	Information Access
	18.2	Reporting of Non-Force Majeure Events
	18.3	Audit Rights
19		Disputes
	19.1	Submission
	19.2	Rights Under The Federal Power Act
	19.3	Equitable Remedies
20		Notices

	20.1	General
	20.2	Operational Contacts
21		Miscellaneous
	21.1	Regulatory Filing
	21.2	Waiver
	21.3	Amendments and Rights under the Federal Power Act
	21.4	Binding Effect
	21.5	Regulatory Requirements
22		Representations and Warranties
	22.1	General
ATTACHMENT P - SCHEDULE A		
		Site Plan
ATTACHMENT P - SCHEDULE B		
		Single-Line Diagram of Interconnection Facilities
ATTACHMENT P - SCHEDULE C		
		Transmission Owner Interconnection Facilities to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE D		
		Transmission Owner Interconnection Facilities to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE E		
		Merchant Network Upgrades to be Built by Interconnected Transmission Owner
ATTACHMENT P - SCHEDULE F		
		Merchant Network Upgrades to be Built by Interconnection Customer Pursuant to Option to Build
ATTACHMENT P - SCHEDULE G		
		Customer Interconnection Facilities
ATTACHMENT P - SCHEDULE H		
		Negotiated Contract Option Terms
ATTACHMENT P - SCHEDULE I		
		Scope of Work
ATTACHMENT P - SCHEDULE J		
		Schedule of Work
ATTACHMENT P - SCHEDULE K		
		Applicable Technical Requirements and Standards
ATTACHMENT P - SCHEDULE L		
		Interconnection Customer's Agreement to Confirm with IRS Safe Harbor Provisions For Non-Taxable Status
ATTACHMENT P - SCHEDULE M		
		Schedule of Non-Standard Terms and Conditions
ATTACHMENT P - SCHEDULE N		
		Interconnection Requirements for a Wind Generation Facility
ATTACHMENT Q		
		PJM Credit Policy
ATTACHMENT R		

	Lost Revenues Of PJM Transmission Owners And Distribution of Revenues Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost Revenues Under Attachment X, And Revenues From PJM Existing Transactions
ATTACHMENT S	Form of Transmission Interconnection Feasibility Study Agreement
ATTACHMENT T	Identification of Merchant Transmission Facilities
ATTACHMENT U	Independent Transmission Companies
ATTACHMENT V	Form of ITC Agreement
ATTACHMENT W	COMMONWEALTH EDISON COMPANY
ATTACHMENT X	Seams Elimination Cost Assignment Charges
	NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF PROCEDURES
	NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING REIEF PROCEDURES
	SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING RELIEF PROCEDURES
ATTACHMENT Y	Forms of Screens Process Interconnection Request (For Generation Facilities of 2 MW or less)
ATTACHMENT Z	Certification Codes and Standards
ATTACHMENT AA	Certification of Small Generator Equipment Packages
ATTACHMENT BB	Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW Interconnection Service Agreement
ATTACHMENT CC	Form of Certificate of Completion (Small Generating Inverter Facility No Larger Than 10 kW)
ATTACHMENT DD	Reliability Pricing Model
ATTACHMENT EE	Form of Upgrade Request
ATTACHMENT FF	[Reserved]
ATTACHMENT GG	Form of Upgrade Construction Service Agreement
	Article 1 – Definitions And Other Documents
	1.0 Defined Terms
	1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

- 2.0 New Service Customer Financial Responsibilities
- 2.1 Obligation to Provide Security
- 2.2 Failure to Provide Security
- 2.3 Costs
- 2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

- 3.0 No Transmission Service

Article 4 – Early Termination

- 4.0 Termination by New Service Customer

Article 5 – Rights

- 5.0 Rights
- 5.1 Amount of Rights Granted
- 5.2 Availability of Rights Granted
- 5.3 Credits

Article 6 – Miscellaneous

- 6.0 Notices
- 6.1 Waiver
- 6.2 Amendment
- 6.3 No Partnership
- 6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

**SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT
FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY
TRANSMISSION OWNER**

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

- 1.1 Affiliate
- 1.2 Applicable Laws and Regulations
- 1.3 Applicable Regional Reliability Council
- 1.4 Applicable Standards
- 1.5 Breach
- 1.6 Breaching Party
- 1.7 Cancellation Costs
- 1.8 Commission
- 1.9 Confidential Information
- 1.10 Constructing Entity
- 1.11 Control Area
- 1.12 Costs
- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act

- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term
 - 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades

- 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance
 - 11.8 Reporting Incidents
- 12.0 Indemnity
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing

- 12.5 Limitation on Damages
- 12.6 Limitation of Liability in Event of Breach
- 12.7 Limited Liability in Emergency Conditions
- 13.0 Breach, Cure And Default
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14.0 Termination
 - 14.1 Termination
 - 14.2 Cancellation By New Service Customer
 - 14.3 Survival of Rights
 - 14.4 Filing at FERC
- 15.0 Force Majeure
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
- 16.0 Confidentiality
 - 16.1 Term
 - 16.2 Scope
 - 16.3 Release of Confidential Information
 - 16.4 Rights
 - 16.5 No Warranties
 - 16.6 Standard of Care
 - 16.7 Order of Disclosure
 - 16.8 Termination of Upgrade Construction Service Agreement
 - 16.9 Remedies
 - 16.10 Disclosure to FERC or its Staff
 - 16.11 No Party Shall Disclose Confidential Information of Party 16.12
Information that is Public Domain
 - 16.13 Return or Destruction of Confidential Information
- 17.0 Information Access And Audit Rights
 - 17.1 Information Access
 - 17.2 Reporting of Non-Force Majeure Events
 - 17.3 Audit Rights
 - 17.4 Waiver
 - 17.5 Amendments and Rights under the Federal Power Act
 - 17.6 Regulatory Requirements
- 18.0 Representation and Warranties
 - 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects

- 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed
by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

**ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR
PJMSETTLEMENT, INC.**

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

**ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION
AGREEMENT**

**ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA
AS PARTY**

**ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST
REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM**

**ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA
AS PARTY**

**ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE
PJM REGION**

**ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY
AGREEMENT**

TABLE OF CONTENTS

I. COMMON SERVICE PROVISIONS

- 1 Definitions**
 - OATT Definitions – A – B**
 - OATT Definitions – C – D**
 - OATT Definitions – E – F**
 - OATT Definitions – G – H**
 - OATT Definitions – I – J – K**
 - OATT Definitions – L – M – N**
 - OATT Definitions – O – P – Q**
 - OATT Definitions – R – S**
 - OATT Definitions – T – U – V**
 - OATT Definitions – W – X – Y – Z**
- 2 Initial Allocation and Renewal Procedures**
- 3 Ancillary Services**
- 3B PJM Administrative Service**
- 3C Mid-Atlantic Area Council Charge**
- 3D Transitional Market Expansion Charge**
- 3E Transmission Enhancement Charges**
- 3F Transmission Losses**
- 4 Open Access Same-Time Information System (OASIS)**
- 5 Local Furnishing Bonds**
- 6 Reciprocity**
- 6A Counterparty**
- 7 Billing and Payment**
- 8 Accounting for a Transmission Owner's Use of the Tariff**
- 9 Regulatory Filings**
- 10 Force Majeure and Indemnification**
- 11 Creditworthiness**
- 12 Dispute Resolution Procedures**
- 12A PJM Compliance Review**

II. POINT-TO-POINT TRANSMISSION SERVICE

Preamble

- 13 Nature of Firm Point-To-Point Transmission Service**
- 14 Nature of Non-Firm Point-To-Point Transmission Service**
- 15 Service Availability**
- 16 Transmission Customer Responsibilities**
- 17 Procedures for Arranging Firm Point-To-Point Transmission Service**
- 18 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**
- 19 System Impact Feasibility Study Procedures For Long-Term Firm Point-To-Point Transmission Service Requests**
- 20 [Reserved]**

- 21 [Reserved]
- 22 Changes in Service Specifications
- 23 Sale or Assignment of Transmission Service
- 24 Metering and Power Factor Correction at Receipt and Delivery Points(s)
- 25 Compensation for Transmission Service
- 26 Stranded Cost Recovery
- 27 Compensation for New Facilities and Redispatch Costs
- 27A Distribution of Revenues from Non-Firm Point-to-Point Transmission Service

III. NETWORK INTEGRATION TRANSMISSION SERVICE

Preamble

- 28 Nature of Network Integration Transmission Service
- 29 Initiating Service
- 30 Network Resources
- 31 Designation of Network Load
- 32 System Impact Study Procedures for Network Integration Transmission Service Requests
- 33 Load Shedding and Curtailments
- 34 Rates and Charges
- 35 Operating Arrangements

IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM

Preamble

Subpart A –INTERCONNECTION PROCEDURES

- 36 Interconnection Requests
- 37 Additional Procedures
- 38 Service on Merchant Transmission Facilities
- 39 Local Furnishing Bonds
- 40 Non-Binding Dispute Resolution Procedures
- 41 Interconnection Study Statistics

42 – 108 [Reserved]

Subpart B – [Reserved]

Subpart C – [Reserved]

Subpart D – [Reserved]

Subpart E – [Reserved]

Subpart F – [Reserved]

Subpart G – SMALL GENERATION INTERCONNECTION PROCEDURE

Preamble

- 109 Pre-application Process
- 110 Permanent Capacity Resource Additions Of 20 MW Or Less
- 111 Permanent Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
- 112 Temporary Energy Resource Additions of 20 MW or Less but Greater than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)

- 112A Permanent or Temporary Energy Resources of 2 MW or Less (Synchronous) or 5 MW or Less (Inverter-based)
- 112B Certified Inverter-Based Small Generating Facilities No Larger than 10 kW
- 112C [Reserved]

V. GENERATION DEACTIVATION

Preamble

- 113 Notices
- 114 Deactivation Avoidable Cost Credit
- 115 Deactivation Avoidable Cost Rate
- 116 Filing and Updating of Deactivation Avoidable Cost Rate
 - 117 Excess Project Investment Required
 - 118 Refund of Project Investment Reimbursement
 - 118A Recovery of Project Investment
 - 119 Cost of Service Recovery Rate
 - 120 Cost Allocation
 - 121 Performance Standards
 - 122 Black Start Units
 - 123-199 [Reserved]

VI. ADMINISTRATION AND STUDY OF NEW SERVICE REQUESTS; RIGHTS ASSOCIATED WITH CUSTOMER-FUNDED UPGRADES

Preamble

- 200 Applicability
 - 201 Queue Position
- Subpart A – SYSTEM IMPACT STUDIES AND FACILITIES STUDIES FOR NEW SERVICE REQUESTS**

- 202 Coordination with Affected Systems
- 203 System Impact Study Agreement
- 204 Tender of System Impact Study Agreement
- 205 System Impact Study Procedures
- 206 Facilities Study Agreement
- 207 Facilities Study Procedures
- 208 Expedited Procedures for Part II Requests
- 209 Optional Interconnection Studies
- 210 Responsibilities of the Transmission Provider and Transmission Owners

Subpart B– AGREEMENTS AND COST RESPONSIBILITY FOR CUSTOMER-FUNDED UPGRADES

- 211 Interim Interconnection Service Agreement
- 212 Interconnection Service Agreement
- 213 Upgrade Construction Service Agreement
- 214 Filing/Reporting of Agreements
- 215 Transmission Service Agreements
- 216 Interconnection Requests Designated as Market Solutions
- 217 Cost Responsibility for Necessary Facilities and Upgrades

- 218 New Service Requests Involving Affected Systems
- 219 Inter-queue Allocation of Costs of Transmission Upgrades
- 220 Advance Construction of Certain Network Upgrades
- 221 Transmission Owner Construction Obligation for Necessary Facilities and Upgrades
- 222 Confidentiality
- 223 Confidential Information
- 224 – 229 [Reserved]
- Subpart C – RIGHTS RELATED TO CUSTOMER-FUNDED UPGRADES**
- 230 Capacity Interconnection Rights
- 231 Incremental Auction Revenue Rights
- 232 Transmission Injection Rights and Transmission Withdrawal Rights
- 233 Incremental Available Transfer Capability Revenue Rights
- 234 Incremental Capacity Transfer Rights
- 235 Incremental Deliverability Rights
- 236 Interconnection Rights for Certain Transmission Interconnections
- 237 IDR Transfer Agreements
- 238 – 299 [Reserved]

VII. TRANSITION CYCLE, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

- 300 Definitions
- 301 Transition Introduction
- 302 Site Control

Subpart B – AE1-AG1 TRANSITION CYCLE #1

- 303 Transition Eligibility
- 304 AE1-AG1 Expedited Process Eligibility

Subpart C – AG2-AH1 TRANSITION CYCLE #2

- 305 Introduction, Overview and Eligibility
- 306 Application Rules

Subpart D – PHASES AND DECISION POINTS

- 307 Introduction
- 308 Phase I
- 309 Decision Point I
- 310 Phase II
- 311 Decision Point II
- 312 Phase III
- 313 Decision Point III
- 314 Final Agreement Negotiation Phase

Subpart E – MISCELLANEOUS

- 315 Assignment of Project Identifier
- 316 Service Below The Meter Generator
- 317 Behind The Meter Generation
- 318 Base Case Data
- 319 Service on Merchant Transmission Facilities

320	Local Furnishing Bonds
321	Internal Dispute Resolution Procedures
322	Responsibilities of Transmission Provider and Transmission Owner
323	Additional Upgrades
324	IDR Transfer Agreement
325	Regional Transmission Expansion Plan
326	Transmission Owner Construction Obligation for Necessary Facilities and Upgrade
327	Confidentiality
328	Capacity Interconnection Rights
329	Incremental Rights
330	Rights for Transmission Interconnections
331	Milestones
332	Winter Capacity Interconnection Rights
333	Interconnection Studies Processing Time and Metrics
334	Transmission Provider Website Postings
Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS	
335	Wholesale Market Participation Agreement/Non-Jurisdictional Agreements
Subpart G – AFFECTED SYSTEM RULES	
336	Affected System Rules
Subpart H – UPGRADE REQUESTS	
337	Upgrade Requests
Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES	
338	Transmission Owner Initial Funding of Network Upgrades
339 – 399 [Reserved]	

VIII. NEW RULES, GENERATION INTERCONNECTION PROCEDURE

Subpart A – INTRODUCTION

400	<i>Definitions</i>
401	<i>Applications for Cycle Process, Introduction</i>
402	<i>Applications for Cycle Process, Site Control</i>

Subpart B – APPLICATION RULES

403	<i>Application Rules</i>
-----	--------------------------

Subpart C – PHASES AND DECISION POINTS

404	<i>Introduction</i>
405	<i>Phase I</i>
406	<i>Decision Point I</i>
407	<i>Phase II</i>
408	<i>Decision Point II</i>
409	<i>Phase III</i>
410	<i>Decision Point III</i>

Subpart D – FINAL AGREEMENT NEGOTIATION PHASE

411	<i>Final Agreement Negotiation Phase</i>
-----	--

Subpart E – MISCELLANEOUS

- 412 Assignment of Project Identifier*
- 413 Service Below Generating Capability*
- 414 Surplus Interconnection Service*
- 415 Behind The Meter Generation*
- 416 Base Case Data*
- 417 Service on Merchant Transmission Facilities*
- 418 Local Furnishing Bonds*
- 419 Internal Dispute Resolution Procedures*
- 420 Responsibilities of Transmission Provider and Transmission Owners*
- 421 Additional Upgrades*
- 422 IDR Transfer Agreement*
- 423 Regional Transmission Expansion Plan*
- 424 Transmission Owner Construction Obligation for Necessary Facilities and Upgrades*
- 425 Confidentiality*
- 426 Capacity Interconnection Rights*
- 427 Incremental Rights*
- 428 Rights for Transmission Interconnections*
- 429 Milestones*
- 430 Winter Capacity Interconnection Rights*
- 431 Interconnection Studies Processing Time and Metrics*
- 432 Transmission Provider Website Postings*

Subpart F – WHOLESALE MARKET PARTICIPATION AGREEMENT/NON-JURISDICTIONAL AGREEMENTS

- 433 Wholesale Market Participation Agreement/Non-Jurisdictional Agreements*

Subpart G – AFFECTED SYSTEM RULES

- 434 Affected System Rules*

Subpart H – UPGRADE REQUESTS

- 435 Upgrade Requests*

Subpart I – TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

- 436 Transmission Owner Initial Funding of Network Upgrades**

437 – 499 [Reserved]

IX. FORMS OF INTERCONNECTION-RELATED AGREEMENTS

- 500 Execution Deadlines**

Subpart A – FORM OF APPLICATION AND STUDIES AGREEMENT

**Subpart B – FORM OF GENERATION INTERCONNECTION AGREEMENT
COMBINED WITH CONSTRUCTION SERVICE AGREEMENT**

**Subpart C – FORM OF WHOLESALE MARKET PARTICIPATION
AGREEMENT**

Subpart D – FORM OF ENGINEERING AND PROCUREMENT AGREEMENT

Subpart E – FORM OF UPGRADE CONSTRUCTION SERVICE AGREEMENT

Subpart F – FORM OF COST RESPONSIBILITY AGREEMENT

Subpart G – FORM OF NECESSARY STUDIES AGREEMENT

Subpart H – FORM OF NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT

Subpart I – FORM OF SURPLUS INTERCONNECTION SERVICE STUDY AGREEMENT

Subpart J – FORM OF CONSTRUCTION SERVICE AGREEMENT

Subpart K – FORM OF UPGRADE APPLICATION AND STUDIES AGREEMENT

Subpart L – FORM OF AFFECTED SYSTEM CUSTOMER FACILITIES STUDY APPLICATION AND AGREEMENT

Subpart M – FORM OF NETWORK UPGRADE FUNDING AGREEMENT

SCHEDULE 1

Scheduling, System Control and Dispatch Service

SCHEDULE 1A

Transmission Owner Scheduling, System Control and Dispatch Service

SCHEDULE 2

Reactive Supply and Voltage Control from Generation Sources Service

SCHEDULE 3

Regulation and Frequency Response Service

SCHEDULE 4

Energy Imbalance Service

SCHEDULE 5

Operating Reserve – Synchronized Reserve Service

SCHEDULE 6

Operating Reserve - Supplemental Reserve Service

SCHEDULE 6A

Black Start Service

SCHEDULE 7

Long-Term Firm and Short-Term Firm Point-To-Point Transmission Service

SCHEDULE 8

Non-Firm Point-To-Point Transmission Service

SCHEDULE 9

PJM Interconnection L.L.C. Administrative Services

SCHEDULE 9-1

Control Area Administration Service

SCHEDULE 9-2

Financial Transmission Rights Administration Service

SCHEDULE 9-3

Market Support Service

SCHEDULE 9-4

Regulation and Frequency Response Administration Service

SCHEDULE 9-5

Capacity Resource and Obligation Management Service

SCHEDULE 9-6

Management Service Cost

SCHEDULE 9-FERC

FERC Annual Charge Recovery
SCHEDULE 9-OPSI
OPSI Funding
SCHEDULE 9-CAPS
CAPS Funding
SCHEDULE 9-FINCON
Finance Committee Retained Outside Consultant
SCHEDULE 9-MMU
MMU Funding
SCHEDULE 9 – PJM SETTLEMENT
SCHEDULE 10 - [Reserved]
SCHEDULE 10-NERC
North American Electric Reliability Corporation Charge
SCHEDULE 10-RFC
Reliability First Corporation Charge
SCHEDULE 11
[Reserved for Future Use]
SCHEDULE 11A
Additional Secure Control Center Data Communication Links and Formula Rate
SCHEDULE 12
Transmission Enhancement Charges
SCHEDULE 12 APPENDIX
SCHEDULE 12-A
SCHEDULE 13
Expansion Cost Recovery Change (ECRC)
SCHEDULE 14
Transmission Service on the Neptune Line
SCHEDULE 14 - Exhibit A
SCHEDULE 15
Non-Retail Behind The Meter Generation Maximum Generation Emergency Obligations
SCHEDULE 16
Transmission Service on the Linden VFT Facility
SCHEDULE 16 Exhibit A
SCHEDULE 16 – A
Transmission Service for Imports on the Linden VFT Facility
SCHEDULE 17
Transmission Service on the Hudson Line
SCHEDULE 17 - Exhibit A
ATTACHMENT A
Form of Service Agreement For Firm Point-To-Point Transmission Service
ATTACHMENT A-1
Form of Service Agreement For The Resale, Reassignment or Transfer of Point-to-Point Transmission Service
ATTACHMENT B
Form of Service Agreement For Non-Firm Point-To-Point Transmission Service

ATTACHMENT C

Methodology To Assess Available Transfer Capability

ATTACHMENT C-1

Conversion of Service in the Dominion and Duquesne Zones

ATTACHMENT C-2

Conversion of Service in the Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc, ("DEOK") Zone

ATTACHMENT C-4

Conversion of Service in the OVEC Zone

ATTACHMENT D

Methodology for Completing a System Impact Study

ATTACHMENT E

Index of Point-To-Point Transmission Service Customers

ATTACHMENT F

Service Agreement For Network Integration Transmission Service

ATTACHMENT F-1

Form of Umbrella Service Agreement for Network Integration Transmission Service Under State Required Retail Access Programs

ATTACHMENT G

Network Operating Agreement

ATTACHMENT H-1

Annual Transmission Rates -- Atlantic City Electric Company for Network Integration Transmission Service

ATTACHMENT H-1A

Atlantic City Electric Company Formula Rate Appendix A

ATTACHMENT H-1B

Atlantic City Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-2

Annual Transmission Rates -- Baltimore Gas and Electric Company for Network Integration Transmission Service

ATTACHMENT H-2A

Baltimore Gas and Electric Company Formula Rate

ATTACHMENT H-2B

Baltimore Gas and Electric Company Formula Rate Implementation Protocols

ATTACHMENT H-3

Annual Transmission Rates -- Delmarva Power & Light Company for Network Integration Transmission Service

ATTACHMENT H-3A

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3B

Delmarva Power & Light Company Load Power Factor Charge Applicable to Service the Interconnection Points

ATTACHMENT H-3C

Delmarva Power & Light Company Under-Frequency Load Shedding Charge

ATTACHMENT H-3D

Delmarva Power & Light Company Formula Rate – Appendix A
ATTACHMENT H-3E
Delmarva Power & Light Company Formula Rate Implementation Protocols
ATTACHMENT H-3F
Old Dominion Electric Cooperative Formula Rate – Appendix A
ATTACHMENT H-3G
Old Dominion Electric Cooperative Formula Rate Implementation Protocols
ATTACHMENT H-4
Annual Transmission Rates -- Jersey Central Power & Light Company for Network Integration Transmission Service
ATTACHMENT H-4A
Other Supporting Facilities - Jersey Central Power & Light Company
ATTACHMENT H-4B
Jersey Central Power & Light Company – [Reserved]
ATTACHMENT H-5
Annual Transmission Rates -- Metropolitan Edison Company for Network Integration Transmission Service
ATTACHMENT H-5A
Other Supporting Facilities -- Metropolitan Edison Company
ATTACHMENT H-6
Annual Transmission Rates -- Pennsylvania Electric Company for Network Integration Transmission Service
ATTACHMENT H-6A
Other Supporting Facilities Charges -- Pennsylvania Electric Company
ATTACHMENT H-7
Annual Transmission Rates -- PECO Energy Company for Network Integration Transmission Service
ATTACHMENT H-7A
PECO Energy Company Formula Rate Template
ATTACHMENT H-7B
PECO Energy Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-7C
PECO Energy Company Formula Rate Implementation Protocols
ATTACHMENT H-8
Annual Transmission Rates – PPL Group for Network Integration Transmission Service
ATTACHMENT H-8A
Other Supporting Facilities Charges -- PPL Electric Utilities Corporation
ATTACHMENT 8C
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT 8D
UGI Utilities, Inc. Formula Rate Implementation Protocols
ATTACHMENT 8E
UGI Utilities, Inc. Formula Rate – Appendix A
ATTACHMENT H-8G
Annual Transmission Rates – PPL Electric Utilities Corp.

ATTACHMENT H-8H

Formula Rate Implementation Protocols – PPL Electric Utilities Corp.

ATTACHMENT H-9

Annual Transmission Rates -- Potomac Electric Power Company for Network Integration Transmission Service

ATTACHMENT H-9A

Potomac Electric Power Company Formula Rate – Appendix A

ATTACHMENT H-9B

Potomac Electric Power Company Formula Rate Implementation Protocols

ATTACHMENT H-9C

Annual Transmission Rate – Southern Maryland Electric Cooperative, Inc. for Network Integration Transmission Service

ATTACHMENT H-10

Annual Transmission Rates -- Public Service Electric and Gas Company for Network Integration Transmission Service

ATTACHMENT H-10A

Formula Rate -- Public Service Electric and Gas Company

ATTACHMENT H-10B

Formula Rate Implementation Protocols – Public Service Electric and Gas Company

ATTACHMENT H-11

Annual Transmission Rates -- Allegheny Power for Network Integration Transmission Service

ATTACHMENT 11A

Other Supporting Facilities Charges - Allegheny Power

ATTACHMENT H-12

Annual Transmission Rates -- Rockland Electric Company for Network Integration Transmission Service

ATTACHMENT H-13

Annual Transmission Rates – Commonwealth Edison Company for Network Integration Transmission Service

ATTACHMENT H-13A

Commonwealth Edison Company Formula Rate – Appendix A

ATTACHMENT H-13B

Commonwealth Edison Company Formula Rate Implementation Protocols

ATTACHMENT H-14

Annual Transmission Rates – AEP East Operating Companies for Network Integration Transmission Service

ATTACHMENT H-14A

AEP East Operating Companies Formula Rate Implementation Protocols

ATTACHMENT H-14B Part 1

ATTACHMENT H-14B Part 2

ATTACHMENT H-15

Annual Transmission Rates -- The Dayton Power and Light Company for Network Integration Transmission Service

ATTACHMENT H-16

**Annual Transmission Rates -- Virginia Electric and Power Company
 for Network Integration Transmission Service**
ATTACHMENT H-16A
Formula Rate - Virginia Electric and Power Company
ATTACHMENT H-16B
Formula Rate Implementation Protocols - Virginia Electric and Power Company
ATTACHMENT H-16C
**Virginia Retail Administrative Fee Credit for Virginia Retail Load Serving
 Entities in the Dominion Zone**
ATTACHMENT H-16D – [Reserved]
ATTACHMENT H-16E – [Reserved]
ATTACHMENT H-16AA
Virginia Electric and Power Company
ATTACHMENT H-17
**Annual Transmission Rates -- Duquesne Light Company for Network Integration
 Transmission Service**
ATTACHMENT H-17A
Duquesne Light Company Formula Rate – Appendix A
ATTACHMENT H-17B
Duquesne Light Company Formula Rate Implementation Protocols
ATTACHMENT H-17C
Duquesne Light Company Monthly Deferred Tax Adjustment Charge
ATTACHMENT H-18
Annual Transmission Rates – Trans-Allegheny Interstate Line Company
ATTACHMENT H-18A
Trans-Allegheny Interstate Line Company Formula Rate – Appendix A
ATTACHMENT H-18B
Trans-Allegheny Interstate Line Company Formula Rate Implementation Protocols
ATTACHMENT H-19
Annual Transmission Rates – Potomac-Appalachian Transmission Highline, L.L.C.
ATTACHMENT H-19A
Potomac-Appalachian Transmission Highline, L.L.C. Summary
ATTACHMENT H-19B
**Potomac-Appalachian Transmission Highline, L.L.C. Formula Rate
 Implementation Protocols**
ATTACHMENT H-20
**Annual Transmission Rates – AEP Transmission Companies (AEPTCo) in the AEP
 Zone**
ATTACHMENT H-20A
**AEP Transmission Companies (AEPTCo) in the AEP Zone - Formula Rate
 Implementation Protocols**
ATTACHMENT H-20A APPENDIX A
Transmission Formula Rate Settlement for AEPTCo
ATTACHMENT H-20B - Part I
**AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate
 Template**

ATTACHMENT H-20B - Part II

AEP Transmission Companies (AEPTCo) in the AEP Zone – Blank Formula Rate Template

ATTACHMENT H-21

Annual Transmission Rates – American Transmission Systems, Inc. for Network Integration Transmission Service

ATTACHMENT H-21A - ATSI

ATTACHMENT H-21A Appendix A - ATSI

ATTACHMENT H-21A Appendix B - ATSI

ATTACHMENT H-21A Appendix C - ATSI

ATTACHMENT H-21A Appendix C - ATSI [Reserved]

ATTACHMENT H-21A Appendix D – ATSI

ATTACHMENT H-21A Appendix E - ATSI

ATTACHMENT H-21A Appendix F – ATSI [Reserved]

ATTACHMENT H-21A Appendix G - ATSI

ATTACHMENT H-21A Appendix G – ATSI (Credit Adj)

ATTACHMENT H-21B ATSI Protocol

ATTACHMENT H-22

Annual Transmission Rates – DEOK for Network Integration Transmission Service and Point-to-Point Transmission Service

ATTACHMENT H-22A

Duke Energy Ohio and Duke Energy Kentucky (DEOK) Formula Rate Template

ATTACHMENT H-22B

DEOK Formula Rate Implementation Protocols

ATTACHMENT H-22C

Additional provisions re DEOK and Indiana

ATTACHMENT H-23

EP Rock springs annual transmission Rate

ATTACHMENT H-24

EKPC Annual Transmission Rates

ATTACHMENT H-24A APPENDIX A

EKPC Schedule 1A

ATTACHMENT H-24A APPENDIX B

EKPC RTEP

ATTACHMENT H-24A APPENDIX C

EKPC True-up

ATTACHMENT H-24A APPENDIX D

EKPC Depreciation Rates

ATTACHMENT H-24-B

EKPC Implementation Protocols

ATTACHMENT H-25 - [Reserved]

ATTACHMENT H-25A - [Reserved]

ATTACHMENT H-25B - [Reserved]

ATTACHMENT H-26

Transource West Virginia, LLC Formula Rate Template

ATTACHMENT H-26A

Transource West Virginia, LLC Formula Rate Implementation Protocols
ATTACHMENT H-27
Annual Transmission Rates – Silver Run Electric, LLC
ATTACHMENT H-27A
Silver Run Electric, LLC Formula Rate Template
ATTACHMENT H-27B
Silver Run Electric, LLC Formula Rate Implementation Protocols
ATTACHMENT H-28
Annual Transmission Rates – Mid-Atlantic Interstate Transmission, LLC for
Network Integration Transmission Service
ATTACHMENT H-28A
Mid-Atlantic Interstate Transmission, LLC Formula Rate Template
ATTACHMENT H-28B
Mid-Atlantic Interstate Transmission, LLC Formula Rate Implementation
Protocols
ATTACHMENT H-29
Annual Transmission Rates – Transource Pennsylvania, LLC
ATTACHMENT H-29A
Transource Pennsylvania, LLC Formula Rate Template
ATTACHMENT H-29B
Transource Pennsylvania, LLC Formula Rate Implementation Protocols
ATTACHMENT H-30
Annual Transmission Rates – Transource Maryland, LLC
ATTACHMENT H-30A
Transource Maryland, LLC Formula Rate Template
ATTACHMENT H-30B
Transource Maryland, LLC Formula Rate Implementation Protocols
ATTACHMENT H-31
Annual Transmission Revenue Requirement – Ohio Valley Electric Corporation for
Network Integration Transmission Service
ATTACHMENT H-32
Annual Transmission Revenue Requirements and Rates - AMP Transmission, LLC
ATTACHMENT H-32A
AMP Transmission, LLC - Formula Rate Template
ATTACHMENT H-32B
AMP Transmission, LLC - Formula Rate Implementation Protocols
ATTACHMENT H-32C
Annual Transmission Revenue Requirement and Rates - AMP Transmission, LLC
for Network Integration Transmission Service
ATTACHMENT H-33
Annual Transmission Rates – NextEra Energy Transmission MidAtlantic Indiana,
Inc.
ATTACHMENT H-33A
NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate
Implementation Protocols

ATTACHMENT H-33B

NextEra Energy Transmission MidAtlantic Indiana, Inc. Formula Rate Template

ATTACHMENT H-A

**Annual Transmission Rates -- Non-Zone Network Load for Network Integration
Transmission Service**

ATTACHMENT I

Index of Network Integration Transmission Service Customers

ATTACHMENT J

PJM Transmission Zones

ATTACHMENT K

Transmission Congestion Charges and Credits

Preface

ATTACHMENT K -- APPENDIX

Preface

1. MARKET OPERATIONS

- 1.1 Introduction
- 1.2 Cost-Based Offers
- 1.2A Transmission Losses
- 1.3 [Reserved for Future Use]
- 1.4 Market Buyers
- 1.5 Market Sellers
- 1.5A Economic Load Response Participant
- 1.6 Office of the Interconnection
- 1.6A PJM Settlement
- 1.7 General
- 1.8 Selection, Scheduling and Dispatch Procedure Adjustment Process
- 1.9 Prescheduling
- 1.10 Scheduling
- 1.11 Dispatch
- 1.12 Dynamic Transfers

2. CALCULATION OF LOCATIONAL MARGINAL PRICES

- 2.1 Introduction
- 2.2 General
- 2.3 Determination of System Conditions Using the State Estimator
- 2.4 Determination of Energy Offers Used in Calculating
- 2.5 Calculation of Real-time Prices
- 2.6 Calculation of Day-ahead Prices
- 2.6A Interface Prices
- 2.7 Performance Evaluation

3. ACCOUNTING AND BILLING

- 3.1 Introduction
- 3.2 Market Buyers
- 3.3 Market Sellers
 - 3.3A Economic Load Response Participants
- 3.4 Transmission Customers
- 3.5 Other Control Areas

- 3.6 Metering Reconciliation
- 3.7 Inadvertent Interchange
- 3.8 Market-to-Market Coordination
- 4. **[Reserved For Future Use]**
- 5. **CALCULATION OF CHARGES AND CREDITS FOR TRANSMISSION CONGESTION AND LOSSES**
 - 5.1 Transmission Congestion Charge Calculation
 - 5.2 Transmission Congestion Credit Calculation
 - 5.3 Unscheduled Transmission Service (Loop Flow)
 - 5.4 Transmission Loss Charge Calculation
 - 5.5 Distribution of Total Transmission Loss Charges
 - 5.6 Transmission Constraint Penalty Factors
- 6. **“MUST-RUN” FOR RELIABILITY GENERATION**
 - 6.1 Introduction
 - 6.2 Identification of Facility Outages
 - 6.3 Dispatch for Local Reliability
 - 6.4 Offer Price Caps
 - 6.5 [Reserved]
 - 6.6 Minimum Generator Operating Parameters – Parameter-Limited Schedules
- 6A. **[Reserved]**
 - 6A.1 [Reserved]
 - 6A.2 [Reserved]
 - 6A.3 [Reserved]
- 7. **FINANCIAL TRANSMISSION RIGHTS AUCTIONS**
 - 7.1 Auctions of Financial Transmission Rights
 - 7.1A Long-Term Financial Transmission Rights Auctions
 - 7.2 Financial Transmission Rights Characteristics
 - 7.3 Auction Procedures
 - 7.4 Allocation of Auction Revenues
 - 7.5 Simultaneous Feasibility
 - 7.6 New Stage 1 Resources
 - 7.7 Alternate Stage 1 Resources
 - 7.8 Elective Upgrade Auction Revenue Rights
 - 7.9 Residual Auction Revenue Rights
 - 7.10 Financial Settlement
 - 7.11 PJMSettlement as Counterparty
- 8. **EMERGENCY AND PRE-EMERGENCY LOAD RESPONSE PROGRAM**
 - 8.1 Emergency Load Response and Pre-Emergency Load Response Program Options
 - 8.2 Participant Qualifications
 - 8.3 Metering Requirements
 - 8.4 Registration
 - 8.5 Pre-Emergency Operations
 - 8.6 Emergency Operations
 - 8.7 Verification
 - 8.8 Market Settlements
 - 8.9 Reporting and Compliance

- 8.10 Non-Hourly Metered Customer Pilot
- 8.11 Emergency Load Response and Pre-Emergency Load Response Participant Aggregation

ATTACHMENT L

List of Transmission Owners

ATTACHMENT M

PJM Market Monitoring Plan

ATTACHMENT M – APPENDIX

PJM Market Monitor Plan Attachment M Appendix

- I Confidentiality of Data and Information
- II Development of Inputs for Prospective Mitigation
- III Black Start Service
- IV Deactivation Rates
- V Opportunity Cost Calculation
- VI FTR Forfeiture Rule
- VII Forced Outage Rule
- VIII Data Collection and Verification

ATTACHMENT M-1 (FirstEnergy)

Energy Procedure Manual for Determining Supplier Total Hourly Energy Obligation

ATTACHMENT M-2 (First Energy)

Energy Procedure Manual for Determining Supplier Peak Load Share Procedures for Load Determination

ATTACHMENT M-2 (ComEd)

Determination of Capacity Peak Load Contributions and Network Service Peak Load Contributions

ATTACHMENT M-2 (PSE&G)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Atlantic City Electric Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Delmarva Power & Light Company)

Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers

ATTACHMENT M-2 (Duke Energy Ohio, Inc.)

Procedures for Determination of Peak Load Contributions, Network Service Peak Load and Hourly Load Obligations for Retail Customers

ATTACHMENT M-3

Additional Procedures for Planning of Supplemental Projects

ATTACHMENT N

Form of Generation Interconnection Feasibility Study Agreement

ATTACHMENT N-1

Form of System Impact Study Agreement
ATTACHMENT N-2

Form of Facilities Study Agreement
ATTACHMENT N-3

Form of Optional Interconnection Study Agreement
ATTACHMENT O

Form of Interconnection Service Agreement

- 1.0 Parties
- 2.0 Authority
- 3.0 Customer Facility Specifications
- 4.0 Effective Date
- 5.0 Security
- 6.0 Project Specific Milestones
- 7.0 Provision of Interconnection Service
- 8.0 Assumption of Tariff Obligations
- 9.0 Facilities Study
- 10.0 Construction of Transmission Owner Interconnection Facilities
- 11.0 Interconnection Specifications
- 12.0 Power Factor Requirement
- 12.0A RTU
- 13.0 Charges
- 14.0 Third Party Benefits
- 15.0 Waiver
- 16.0 Amendment
- 17.0 Construction With Other Parts Of The Tariff
- 18.0 Notices
- 19.0 Incorporation Of Other Documents
- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 21.0 Addendum of Interconnection Customer's Agreement
to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 22.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 23.0 Infrastructure Security of Electric System Equipment and Operations and Control
Hardware and Software is Essential to Ensure Day-to-Day Reliability and
Operational Security

Specifications for Interconnection Service Agreement

- 1.0 Description of [generating unit(s)] [Merchant Transmission Facilities] (the
Customer Facility) to be Interconnected with the Transmission System in the PJM
Region
- 2.0 Rights
- 3.0 Construction Responsibility and Ownership of Interconnection Facilities
- 4.0 Subject to Modification Pursuant to the Negotiated Contract Option
 - 4.1 Attachment Facilities Charge
 - 4.2 Network Upgrades Charge
 - 4.3 Local Upgrades Charge
 - 4.4 Other Charges
 - 4.5 Cost breakdown

4.6 Security Amount Breakdown

ATTACHMENT O APPENDIX 1: Definitions

ATTACHMENT O APPENDIX 2: Standard Terms and Conditions for Interconnections

- 1 Commencement, Term of and Conditions Precedent to Interconnection Service**
 - 1.1 Commencement Date
 - 1.2 Conditions Precedent
 - 1.3 Term
 - 1.4 Initial Operation
 - 1.4A Other Interconnection Options
 - 1.5 Survival
- 2 Interconnection Service**
 - 2.1 Scope of Service
 - 2.2 Non-Standard Terms
 - 2.3 No Transmission Services
 - 2.4 Use of Distribution Facilities
 - 2.5 Election by Behind The Meter Generation
- 3 Modification Of Facilities**
 - 3.1 General
 - 3.2 Interconnection Request
 - 3.3 Standards
 - 3.4 Modification Costs
- 4 Operations**
 - 4.1 General
 - 4.2 [Reserved]
 - 4.3 Interconnection Customer Obligations
 - 4.4 Transmission Interconnection Customer Obligations
 - 4.5 Permits and Rights-of-Way
 - 4.6 No Ancillary Services
 - 4.7 Reactive Power
 - 4.8 Under- and Over-Frequency and Under- and Over- Voltage Conditions
 - 4.9 System Protection and Power Quality
 - 4.10 Access Rights
 - 4.11 Switching and Tagging Rules
 - 4.12 Communications and Data Protocol
 - 4.13 Nuclear Generating Facilities
- 5 Maintenance**
 - 5.1 General
 - 5.2 [Reserved]
 - 5.3 Outage Authority and Coordination
 - 5.4 Inspections and Testing
 - 5.5 Right to Observe Testing
 - 5.6 Secondary Systems
 - 5.7 Access Rights
 - 5.8 Observation of Deficiencies
- 6 Emergency Operations**

- 6.1 Obligations
- 6.2 Notice
- 6.3 Immediate Action
- 6.4 Record-Keeping Obligations
- 7 Safety**
 - 7.1 General
 - 7.2 Environmental Releases
- 8 Metering**
 - 8.1 General
 - 8.2 Standards
 - 8.3 Testing of Metering Equipment
 - 8.4 Metering Data
 - 8.5 Communications
- 9 Force Majeure**
 - 9.1 Notice
 - 9.2 Duration of Force Majeure
 - 9.3 Obligation to Make Payments
 - 9.4 Definition of Force Majeure
- 10 Charges**
 - 10.1 Specified Charges
 - 10.2 FERC Filings
- 11 Security, Billing And Payments**
 - 11.1 Recurring Charges Pursuant to Section 10
 - 11.2 Costs for Transmission Owner Interconnection Facilities
 - 11.3 No Waiver
 - 11.4 Interest
- 12 Assignment**
 - 12.1 Assignment with Prior Consent
 - 12.2 Assignment Without Prior Consent
 - 12.3 Successors and Assigns
- 13 Insurance**
 - 13.1 Required Coverages for Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
 - 13.1A Required Coverages for Generation Resources Of 20 Megawatts Or Less
 - 13.2 Additional Insureds
 - 13.3 Other Required Terms
 - 13.3A No Limitation of Liability
 - 13.4 Self-Insurance
 - 13.5 Notices; Certificates of Insurance
 - 13.6 Subcontractor Insurance
 - 13.7 Reporting Incidents
- 14 Indemnity**
 - 14.1 Indemnity
 - 14.2 Indemnity Procedures
 - 14.3 Indemnified Person

- 14.4 Amount Owing
- 14.5 Limitation on Damages
- 14.6 Limitation of Liability in Event of Breach
- 14.7 Limited Liability in Emergency Conditions
- 15 Breach, Cure And Default**
 - 15.1 Breach
 - 15.2 Continued Operation
 - 15.3 Notice of Breach
 - 15.4 Cure and Default
 - 15.5 Right to Compel Performance
 - 15.6 Remedies Cumulative
- 16 Termination**
 - 16.1 Termination
 - 16.2 Disposition of Facilities Upon Termination
 - 16.3 FERC Approval
 - 16.4 Survival of Rights
- 17 Confidentiality**
 - 17.1 Term
 - 17.2 Scope
 - 17.3 Release of Confidential Information
 - 17.4 Rights
 - 17.5 No Warranties
 - 17.6 Standard of Care
 - 17.7 Order of Disclosure
 - 17.8 Termination of Interconnection Service Agreement
 - 17.9 Remedies
 - 17.10 Disclosure to FERC or its Staff
 - 17.11 No Interconnection Party Shall Disclose Confidential Information
 - 17.12 Information that is Public Domain
 - 17.13 Return or Destruction of Confidential Information
- 18 Subcontractors**
 - 18.1 Use of Subcontractors
 - 18.2 Responsibility of Principal
 - 18.3 Indemnification by Subcontractors
 - 18.4 Subcontractors Not Beneficiaries
- 19 Information Access And Audit Rights**
 - 19.1 Information Access
 - 19.2 Reporting of Non-Force Majeure Events
 - 19.3 Audit Rights
- 20 Disputes**
 - 20.1 Submission
 - 20.2 Rights Under The Federal Power Act
 - 20.3 Equitable Remedies
- 21 Notices**
 - 21.1 General
 - 21.2 Emergency Notices

	21.3	Operational Contacts
22		Miscellaneous
	22.1	Regulatory Filing
	22.2	Waiver
	22.3	Amendments and Rights Under the Federal Power Act
	22.4	Binding Effect
	22.5	Regulatory Requirements
23		Representations And Warranties
	23.1	General
24		Tax Liability
	24.1	Safe Harbor Provisions
	24.2	Tax Indemnity
	24.3	Taxes Other Than Income Taxes
	24.4	Income Tax Gross-Up
	24.5	Tax Status
ATTACHMENT O - SCHEDULE A		
Customer Facility Location/Site Plan		
ATTACHMENT O - SCHEDULE B		
Single-Line Diagram		
ATTACHMENT O - SCHEDULE C		
List of Metering Equipment		
ATTACHMENT O - SCHEDULE D		
Applicable Technical Requirements and Standards		
ATTACHMENT O - SCHEDULE E		
Schedule of Charges		
ATTACHMENT O - SCHEDULE F		
Schedule of Non-Standard Terms & Conditions		
ATTACHMENT O - SCHEDULE G		
Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status		
ATTACHMENT O - SCHEDULE H		
Interconnection Requirements for a Wind Generation Facility		
ATTACHMENT O - SCHEDULE I		
Interconnection Specifications for an Energy Storage Resource		
ATTACHMENT O - SCHEDULE J		
Schedule of Terms and Conditions for Surplus Interconnection Service		
ATTACHMENT O - SCHEDULE K		
Requirements for Interconnection Service Below Full Electrical Generating Capability		
ATTACHMENT O-1		
Form of Interim Interconnection Service Agreement		
ATTACHMENT O-2		
Form of Network Upgrade Funding Agreement		
ATTACHMENT P		
Form of Interconnection Construction Service Agreement		
1.0		Parties

- 2.0 Authority
- 3.0 Customer Facility
- 4.0 Effective Date and Term
 - 4.1 Effective Date
 - 4.2 Term
 - 4.3 Survival
- 5.0 Construction Responsibility
- 6.0 [Reserved.]
- 7.0 Scope of Work
- 8.0 Schedule of Work
- 9.0 [Reserved.]
- 10.0 Notices
- 11.0 Waiver
- 12.0 Amendment
- 13.0 Incorporation Of Other Documents
- 14.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status
- 15.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service
- 16.0 Addendum of Interconnection Requirements for a Wind Generation Facility
- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control Hardware and Software is Essential to Ensure Day-to-Day Reliability and Operational Security

ATTACHMENT P - APPENDIX 1 – DEFINITIONS

ATTACHMENT P - APPENDIX 2 – STANDARD CONSTRUCTION TERMS AND CONDITIONS

Preamble

1 Facilitation by Transmission Provider

2 Construction Obligations

- 2.1 Interconnection Customer Obligations
- 2.2 Transmission Owner Interconnection Facilities and Merchant Network Upgrades
 - 2.2A Scope of Applicable Technical Requirements and Standards
- 2.3 Construction By Interconnection Customer
- 2.4 Tax Liability
- 2.5 Safety
- 2.6 Construction-Related Access Rights
- 2.7 Coordination Among Constructing Parties

3 Schedule of Work

- 3.1 Construction by Interconnection Customer
- 3.2 Construction by Interconnected Transmission Owner
 - 3.2.1 Standard Option
 - 3.2.2 Negotiated Contract Option
 - 3.2.3 Option to Build
- 3.3 Revisions to Schedule of Work
- 3.4 Suspension
 - 3.4.1 Costs

	3.4.2	Duration of Suspension
	3.5	Right to Complete Transmission Owner Interconnection Facilities
	3.6	Suspension of Work Upon Default
	3.7	Construction Reports
	3.8	Inspection and Testing of Completed Facilities
	3.9	Energization of Completed Facilities
	3.10	Interconnected Transmission Owner's Acceptance of Facilities Constructed by Interconnection Customer
4		Transmission Outages
	4.1	Outages; Coordination
5		Land Rights; Transfer of Title
	5.1	Grant of Easements and Other Land Rights
	5.2	Construction of Facilities on Interconnection Customer Property
	5.3	Third Parties
	5.4	Documentation
	5.5	Transfer of Title to Certain Facilities Constructed By Interconnection Customer
	5.6	Liens
6		Warranties
	6.1	Interconnection Customer Warranty
	6.2	Manufacturer Warranties
7		[Reserved.]
8		[Reserved.]
9		Security, Billing And Payments
	9.1	Adjustments to Security
	9.2	Invoice
	9.3	Final Invoice
	9.4	Disputes
	9.5	Interest
	9.6	No Waiver
10		Assignment
	10.1	Assignment with Prior Consent
	10.2	Assignment Without Prior Consent
	10.3	Successors and Assigns
11		Insurance
	11.1	Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
	11.1A	Required Coverages For Generation Resources of 20 Megawatts Or Less
	11.2	Additional Insureds
	11.3	Other Required Terms
	11.3A	No Limitation of Liability
	11.4	Self-Insurance
	11.5	Notices; Certificates of Insurance
	11.6	Subcontractor Insurance

- 11.7 Reporting Incidents
- 12 Indemnity**
 - 12.1 Indemnity
 - 12.2 Indemnity Procedures
 - 12.3 Indemnified Person
 - 12.4 Amount Owing
 - 12.5 Limitation on Damages
 - 12.6 Limitation of Liability in Event of Breach
 - 12.7 Limited Liability in Emergency Conditions
- 13 Breach, Cure And Default**
 - 13.1 Breach
 - 13.2 Notice of Breach
 - 13.3 Cure and Default
 - 13.3.1 Cure of Breach
 - 13.4 Right to Compel Performance
 - 13.5 Remedies Cumulative
- 14 Termination**
 - 14.1 Termination
 - 14.2 [Reserved.]
 - 14.3 Cancellation By Interconnection Customer
 - 14.4 Survival of Rights
- 15 Force Majeure**
 - 15.1 Notice
 - 15.2 Duration of Force Majeure
 - 15.3 Obligation to Make Payments
 - 15.4 Definition of Force Majeure
- 16 Subcontractors**
 - 16.1 Use of Subcontractors
 - 16.2 Responsibility of Principal
 - 16.3 Indemnification by Subcontractors
 - 16.4 Subcontractors Not Beneficiaries
- 17 Confidentiality**
 - 17.1 Term
 - 17.2 Scope
 - 17.3 Release of Confidential Information
 - 17.4 Rights
 - 17.5 No Warranties
 - 17.6 Standard of Care
 - 17.7 Order of Disclosure
 - 17.8 Termination of Construction Service Agreement
 - 17.9 Remedies
 - 17.10 Disclosure to FERC or its Staff
 - 17.11 No Construction Party Shall Disclose Confidential Information of Another Construction Party 17.12 Information that is Public Domain
 - 17.13 Return or Destruction of Confidential Information
- 18 Information Access And Audit Rights**

- 18.1 Information Access
- 18.2 Reporting of Non-Force Majeure Events
- 18.3 Audit Rights
- 19 Disputes**
 - 19.1 Submission
 - 19.2 Rights Under The Federal Power Act
 - 19.3 Equitable Remedies
- 20 Notices**
 - 20.1 General
 - 20.2 Operational Contacts
- 21 Miscellaneous**
 - 21.1 Regulatory Filing
 - 21.2 Waiver
 - 21.3 Amendments and Rights under the Federal Power Act
 - 21.4 Binding Effect
 - 21.5 Regulatory Requirements
- 22 Representations and Warranties**
 - 22.1 General

ATTACHMENT P - SCHEDULE A

Site Plan

ATTACHMENT P - SCHEDULE B

Single-Line Diagram of Interconnection Facilities

ATTACHMENT P - SCHEDULE C

**Transmission Owner Interconnection Facilities to be Built by Interconnected
Transmission Owner**

ATTACHMENT P - SCHEDULE D

**Transmission Owner Interconnection Facilities to be Built by Interconnection
Customer Pursuant to Option to Build**

ATTACHMENT P - SCHEDULE E

Merchant Network Upgrades to be Built by Interconnected Transmission Owner

ATTACHMENT P - SCHEDULE F

**Merchant Network Upgrades to be Built by Interconnection Customer
Pursuant to Option to Build**

ATTACHMENT P - SCHEDULE G

Customer Interconnection Facilities

ATTACHMENT P - SCHEDULE H

Negotiated Contract Option Terms

ATTACHMENT P - SCHEDULE I

Scope of Work

ATTACHMENT P - SCHEDULE J

Schedule of Work

ATTACHMENT P - SCHEDULE K

Applicable Technical Requirements and Standards

ATTACHMENT P - SCHEDULE L

**Interconnection Customer's Agreement to Confirm with IRS Safe Harbor
Provisions For Non-Taxable Status**

ATTACHMENT P - SCHEDULE M

Schedule of Non-Standard Terms and Conditions

ATTACHMENT P - SCHEDULE N

Interconnection Requirements for a Wind Generation Facility

ATTACHMENT Q

PJM Credit Policy

ATTACHMENT R

Lost Revenues Of PJM Transmission Owners And Distribution of Revenues

Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost

Revenues Under Attachment X, And Revenues From PJM Existing Transactions

ATTACHMENT S

Form of Transmission Interconnection Feasibility Study Agreement

ATTACHMENT T

Identification of Merchant Transmission Facilities

ATTACHMENT U

Independent Transmission Companies

ATTACHMENT V

Form of ITC Agreement

ATTACHMENT W

COMMONWEALTH EDISON COMPANY

ATTACHMENT X

Seams Elimination Cost Assignment Charges

NOTICE OF ADOPTION OF NERC TRANSMISSION LOADING RELIEF

PROCEDURES

NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING RELIEF

PROCEDURES

SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING

RELIEF PROCEDURES

ATTACHMENT Y

**Forms of Screens Process Interconnection Request (For Generation Facilities of 2
MW or less)**

ATTACHMENT Z

Certification Codes and Standards

ATTACHMENT AA

Certification of Small Generator Equipment Packages

ATTACHMENT BB

Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW

Interconnection Service Agreement

ATTACHMENT CC

Form of Certificate of Completion

(Small Generating Inverter Facility No Larger Than 10 kW)

ATTACHMENT DD

Reliability Pricing Model

ATTACHMENT EE

Form of Upgrade Request

ATTACHMENT FF

[Reserved]

ATTACHMENT GG

Form of Upgrade Construction Service Agreement

Article 1 – Definitions And Other Documents

1.0 Defined Terms

1.1 Incorporation of Other Documents

Article 2 – Responsibility for Direct Assignment Facilities or Customer-Funded Upgrades

2.0 New Service Customer Financial Responsibilities

2.1 Obligation to Provide Security

2.2 Failure to Provide Security

2.3 Costs

2.4 Transmission Owner Responsibilities

Article 3 – Rights To Transmission Service

3.0 No Transmission Service

Article 4 – Early Termination

4.0 Termination by New Service Customer

Article 5 – Rights

5.0 Rights

5.1 Amount of Rights Granted

5.2 Availability of Rights Granted

5.3 Credits

Article 6 – Miscellaneous

6.0 Notices

6.1 Waiver

6.2 Amendment

6.3 No Partnership

6.4 Counterparts

ATTACHMENT GG - APPENDIX I –

**SCOPE AND SCHEDULE OF WORK FOR DIRECT ASSIGNMENT
FACILITIES OR CUSTOMER-FUNDED UPGRADES TO BE BUILT BY
TRANSMISSION OWNER**

ATTACHMENT GG - APPENDIX II - DEFINITIONS

1 Definitions

1.1 Affiliate

1.2 Applicable Laws and Regulations

1.3 Applicable Regional Reliability Council

1.4 Applicable Standards

1.5 Breach

1.6 Breaching Party

1.7 Cancellation Costs

1.8 Commission

1.9 Confidential Information

1.10 Constructing Entity

1.11 Control Area

1.12 Costs

- 1.13 Default
- 1.14 Delivering Party
- 1.15 Emergency Condition
- 1.16 Environmental Laws
- 1.17 Facilities Study
- 1.18 Federal Power Act
- 1.19 FERC
- 1.20 Firm Point-To-Point
- 1.21 Force Majeure
- 1.22 Good Utility Practice
- 1.23 Governmental Authority
- 1.24 Hazardous Substances
- 1.25 Incidental Expenses
- 1.26 Local Upgrades
- 1.27 Long-Term Firm Point-To-Point Transmission Service
- 1.28 MAAC
- 1.29 MAAC Control Zone
- 1.30 NERC
- 1.31 Network Upgrades
- 1.32 Office of the Interconnection
- 1.33 Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement
- 1.34 Part I
- 1.35 Part II
- 1.36 Part III
- 1.37 Part IV
- 1.38 Part VI
- 1.39 PJM Interchange Energy Market
- 1.40 PJM Manuals
- 1.41 PJM Region
- 1.42 PJM West Region
- 1.43 Point(s) of Delivery
- 1.44 Point(s) of Receipt
- 1.45 Project Financing
- 1.46 Project Finance Entity
- 1.47 Reasonable Efforts
- 1.48 Receiving Party
- 1.49 Regional Transmission Expansion Plan
- 1.50 Schedule and Scope of Work
- 1.51 Security
- 1.52 Service Agreement
- 1.53 State
- 1.54 Transmission System
- 1.55 VACAR

ATTACHMENT GG - APPENDIX III – GENERAL TERMS AND CONDITIONS

- 1.0 Effective Date and Term

- 1.1 Effective Date
 - 1.2 Term
 - 1.3 Survival
- 2.0 Facilitation by Transmission Provider
- 3.0 Construction Obligations
 - 3.1 Direct Assignment Facilities or Customer-Funded Upgrades
 - 3.2 Scope of Applicable Technical Requirements and Standards
- 4.0 Tax Liability
 - 4.1 New Service Customer Payments Taxable
 - 4.2 Income Tax Gross-Up
 - 4.3 Private Letter Ruling
 - 4.4 Refund
 - 4.5 Contests
 - 4.6 Taxes Other Than Income Taxes
 - 4.7 Tax Status
- 5.0 Safety
 - 5.1 General
 - 5.2 Environmental Releases
- 6.0 Schedule Of Work
 - 6.1 Standard Option
 - 6.2 Option to Build
 - 6.3 Revisions to Schedule and Scope of Work
 - 6.4 Suspension
- 7.0 Suspension of Work Upon Default
 - 7.1 Notification and Correction of Defects
- 8.0 Transmission Outages
 - 8.1 Outages; Coordination
- 9.0 Security, Billing and Payments
 - 9.1 Adjustments to Security
 - 9.2 Invoice
 - 9.3 Final Invoice
 - 9.4 Disputes
 - 9.5 Interest
 - 9.6 No Waiver
- 10.0 Assignment
 - 10.1 Assignment with Prior Consent
 - 10.2 Assignment Without Prior Consent
 - 10.3 Successors and Assigns
- 11.0 Insurance
 - 11.1 Required Coverages
 - 11.2 Additional Insureds
 - 11.3 Other Required Terms
 - 11.4 No Limitation of Liability
 - 11.5 Self-Insurance
 - 11.6 Notices: Certificates of Insurance
 - 11.7 Subcontractor Insurance

	11.8	Reporting Incidents	
12.0		Indemnity	
	12.1	Indemnity	
	12.2	Indemnity Procedures	
	12.3	Indemnified Person	
	12.4	Amount Owing	
	12.5	Limitation on Damages	
	12.6	Limitation of Liability in Event of Breach	
	12.7	Limited Liability in Emergency Conditions	
13.0		Breach, Cure And Default	
	13.1	Breach	
	13.2	Notice of Breach	
	13.3	Cure and Default	
	13.4	Right to Compel Performance	
	13.5	Remedies Cumulative	
14.0		Termination	
	14.1	Termination	
	14.2	Cancellation By New Service Customer	
	14.3	Survival of Rights	
	14.4	Filing at FERC	
15.0		Force Majeure	
	15.1	Notice	
	15.2	Duration of Force Majeure	
	15.3	Obligation to Make Payments	
16.0		Confidentiality	
	16.1	Term	
	16.2	Scope	
	16.3	Release of Confidential Information	
	16.4	Rights	
	16.5	No Warranties	
	16.6	Standard of Care	
	16.7	Order of Disclosure	
	16.8	Termination of Upgrade Construction Service Agreement	
	16.9	Remedies	
	16.10	Disclosure to FERC or its Staff	
	16.11	No Party Shall Disclose Confidential Information of Party	16.12
		Information that is Public Domain	
	16.13	Return or Destruction of Confidential Information	
17.0		Information Access And Audit Rights	
	17.1	Information Access	
	17.2	Reporting of Non-Force Majeure Events	
	17.3	Audit Rights	
	17.4	Waiver	
	17.5	Amendments and Rights under the Federal Power Act	
	17.6	Regulatory Requirements	
18.0		Representation and Warranties	

- 18.1 General
- 19.0 Inspection and Testing of Completed Facilities
 - 19.1 Coordination
 - 19.2 Inspection and Testing
 - 19.3 Review of Inspection and Testing by Transmission Owner
 - 19.4 Notification and Correction of Defects
 - 19.5 Notification of Results
- 20.0 Energization of Completed Facilities
- 21.0 Transmission Owner's Acceptance of Facilities Constructed by New Service Customer
- 22.0 Transfer of Title to Certain Facilities Constructed By New Service Customer
- 23.0 Liens

ATTACHMENT HH – RATES, TERMS, AND CONDITIONS OF SERVICE FOR PJMSETTLEMENT, INC.

ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION AGREEMENT

ATTACHMENT MM – FORM OF PSEUDO-TIE AGREEMENT – WITH NATIVE BA AS PARTY

ATTACHMENT MM-1 – FORM OF SYSTEM MODIFICATION COST REIMBURSEMENT AGREEMENT – PSEUDO-TIE INTO PJM

ATTACHMENT NN – FORM OF PSEUDO-TIE AGREEMENT WITHOUT NATIVE BA AS PARTY

ATTACHMENT OO – FORM OF DYNAMIC SCHEDULE AGREEMENT INTO THE PJM REGION

ATTACHMENT PP – FORM OF FIRM TRANSMISSION FEASIBILITY STUDY AGREEMENT

Tariff, Part VII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VII, Subpart I, section 338
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VII, Subpart I, section 338, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which an Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 338, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 338.

(g) Nothing in this section 338 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VII, Subpart E, except to the extent the applicable terms of Tariff, Part VII, Subpart E provide otherwise.

Tariff, Part VII, sections 3398 – 399
[Reserved]

Tariff, Part VIII, Subpart I

TRANSMISSION OWNER INITIAL FUNDING OF NETWORK UPGRADES

Tariff, Part VIII, Subpart I, section 436
Transmission Owner Initial Funding of Network Upgrades

(a) Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including Stand Alone Network Upgrades) associated with the interconnection of an Generation Project Developer, including in cases where the Generation Project Developer exercises the Option to Build under a GIA, Tariff, Part IX, Subpart B, Schedule L, section 11.2.3. If the Transmission Owner elects to fund the capital costs of the Network Upgrades, written notice of the Transmission Owner's election shall be provided to the Transmission Provider and Generation Project Developer in the Facility Study Report as stated in Tariff, Part VIII, Subpart I section 436, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

(b) Timing: Transmission Provider will maintain on its website a Transmission Owner's general non-binding indication as to whether the Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which a Transmission Owner has elected to self-fund Network Upgrades. Each impacted Transmission Owner shall indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades.

If the Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the Generation Project Developer for execution.

Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the Transmission Owner at the same time as the executed GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the Transmission Owner named as party to the Network Upgrade Funding Agreement. The Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the Transmission Owner requests dispute resolution under the Tariff. However, in the event the Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the GIA. Such breach shall be subject to the terms of the GIA, Appendix 2, section 15. If the default under the GIA results from the Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the GIA and the Network Upgrade Funding Agreement.

(e) Transmission Owner's Reimbursement Obligations under the Option to Build: If the Generation Project Developer exercises the Option to Build under the GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this

section 436, then prior to the Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the Schedule of Work in GIA, Schedule L, Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the Transmission Owner on behalf of the Generation Project Developer for the estimated amount to be expended by the Generation Project Developer to construct any Network Upgrades for which the Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of Transmission Owner's payments, Transmission Provider shall remit to the Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by Generation Project Developer prior to the date by which Generation Project Developer must make any construction payment for such Network Upgrades.

Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Transmission Owner shall pay to Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by Generation Project Developer and paid by Transmission Owner, Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the Generation Project Developer to the Transmission Owner, the Generation Project Developer shall make payments for such facilities to the Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the Transmission Owner Funding Mechanism: For any Generating Facility for which the Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the

Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that Generating Facility in accordance with the provisions of this section 436.

(g) Nothing in this section 436 or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a Generation Project Developer is entitled pursuant to Tariff, Part VIII, Subpart E, except to the extent the applicable terms of Tariff, Part VIII, Subpart E provide otherwise.

Tariff, Part VIII, sections 43~~7~~6 – 499
[Reserved]

Tariff, Part IX, Subpart M

FORM OF
NETWORK UPGRADE FUNDING AGREEMENT

FORM OF NETWORK UPGRADE FUNDING AGREEMENT

By and Among

PJM Interconnection, L.L.C.

and

[Generation Project Developer]

and

[Transmission Owner]

(PJM Queue Position # ____)

Network Upgrade Funding Agreement

for

(PJM Queue Position # ____)

This Network Upgrade Funding Agreement (“NUFA”) is entered into by and among [____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Generation Project Developer” or “[short name]”), [____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “Transmission Owner” or “[short name]”), and PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”) to compensate Transmission Owner for upgrades and additions to its transmission system (“Network Upgrades”) necessary for Interconnection Service for the Generation Project Developer’s Generating Facility under the PJM Open Access Transmission Tariff (“PJM Tariff” or “Tariff”). Generation Project Developer, Transmission Owner, and PJM are each referred to as “Party,” and collectively, as “Parties.”

WHEREAS, the Parties entered into that certain Generation Interconnection Agreement (“GIA”) associated with Queue Position No. [____] (“GIA”);

WHEREAS, the Interconnection Service necessary for Queue Position No. [____] requires Transmission Owner to install Network Upgrade(s) on Transmission Owner’s transmission system consisting of Network Upgrade(s) identified in Schedule A in order for Transmission Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, in accordance with the PJM Tariff in effect at the time the GIA was executed, the Transmission Owner has elected the self-fund option described in Tariff, Part VII, Subpart I, Section 338 or Tariff, Part VIII, Subpart I, Section 436, and therefore will recover the return of and on the initial capital cost of the following Network Upgrade(s) from Generation Project Developer through this NUFA, as set forth in Schedule A herein;

WHEREAS, the Transmission Owner will fund, own, operate and maintain the Network Upgrade(s);

WHEREAS, the PJM Tariff in effect at the time of execution of the GIA requires the Parties to enter into a network upgrade funding agreement in the form provided in Tariff, Part IX, Subpart M if the Transmission Owner elects to self-fund the initial capital cost of the Network Upgrades;

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties hereby agree that Transmission Owner shall recover from Generation Project Developer the return of and on the initial capital cost of the Network Upgrade(s), under the following terms and conditions:

1. **Definitions.** Capitalized terms used in this NUFA that are not otherwise defined herein shall have the meaning provided in the PJM Tariff.

2. **Effective Date and Term.** Unless terminated earlier by mutual agreement, the effective date of this NUFA shall be the date it is executed by all Parties, or such other date as specified by FERC (the “Effective Date”). This NUFA shall continue until two hundred forty

(240) months of payments for each Network Upgrade governed by this NUFA have been collected by the Transmission Provider and paid to the Transmission Owner, unless the Parties mutually agree on a different term for this NUFA, including but not limited to a term that is consistent with the term of the GIA, or such other date as mutually agreed to by the Parties from the Effective Date (“Term”).

3. Network Upgrade Charge.

3.1 Monthly Payments. Beginning with the month following notification from Transmission Owner to Generation Project Developer and Transmission Provider, consistent with the notice requirements of Section 10.1, that a Network Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this NUFA, Transmission Provider shall invoice Generation Project Developer on behalf of the Transmission Owner, for the amount of monthly revenue requirement for that Network Upgrade. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Monthly Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.2 Annual Payments. Alternatively, Generation Project Developer may elect to switch from receiving monthly invoices from the Transmission Provider for the Network Upgrades to an annual invoice after the first day of the next Rate Year for the Transmission Owner following the In-Service Date of the last Network Upgrade governed by this NUFA. Rate Year shall be defined by the Transmission Owner’s Formula Rate Protocols. If Generation Project Developer chooses to receive annual bills, Transmission Provider shall bill Generation Project Developer the equivalent of twelve (12) months of payments for each calendar year until the first Network Upgrade under this NUFA to be placed in service has less than twelve (12) months of payments owing in a calendar year, after which Transmission Provider shall resume billing Generation Project Developer on a monthly basis for each Network Upgrade. In no event shall the total amount paid by Generation Project Developer for a Network Upgrade be less than the equivalent amount due if there were instead monthly payments for the entire Term of this NUFA. Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Annual Due Date”). Upon receipt of each of Generation Project Developer’s payments, Transmission Provider shall reimburse the Transmission Owner.

3.3 Initial Payments. The initial Payment(s) shall be based on the Estimated Network Upgrade Initial Capital Cost (“ENUC”) and is set forth in the table below.

<u>Description</u>	<u>Amount</u>
<u>ENUC (Schedule B, Line ____)</u>	<u>\$_____</u>
<u>Levelized Fixed Charge Rate (Schedule B, Line ____)</u>	<u>_____ %</u>
<u>Annual revenue requirement (Schedule B, Line ____)</u>	<u>\$_____</u>
<u>Payment (Schedule B, Line ____)</u>	<u>\$_____</u>

3.4 Updates to Payments. The Generation Project Developer payment amount for the Network Upgrade(s) shall be updated as Network Upgrades subject to this NUFA are

placed in service and shall be re-calculated annually to be effective on the first day of the Rate Year for the Transmission Owner by updating certain inputs to the formula shown in Schedule B of this NUFA ("Formula"), and rounded to the nearest whole dollar. The Formula calculates a levelized fixed charge rate ("Levelized Fixed Charge Rate") and the payment amount based on the ENUC or the Actual Network Upgrade Initial Capital Cost ("ANUC"), as applicable, the Term of this NUFA in years, and certain historic, actual data from the Transmission Owner's transmission formula rate included in Tariff, Attachment H ("Transmission Formula Rate") or successor rate under the PJM Tariff, including but not limited to: (i) the Transmission Owner's combined tax rate, (ii) the amounts of Transmission Owner interest on long-term debt, (iii) the long-term debt and common equity balances, and (iv) Transmission Owner's FERC-approved return on equity. Beginning on the first day of the Transmission Owner's Rate Year of the first or second calendar year following the In-Service Date, as applicable based on when the ANUC is determined, and each subsequent Rate Year thereafter, the payment amount shall be updated based on the Transmission Owner's Transmission Formula Rate using data from the previous calendar year and the ANUC. Any adjustment to the relevant inputs to Transmission Owner's Transmission Formula Rate or successor rate under the PJM Tariff used in the Formula shall require a recalculation of the Formula for the period to which such adjustment applies and shall require revised payment amounts, as well as refunds or surcharges, as necessary. Transmission Owner shall provide Generation Project Developer with notice each year of the change in payment amount as a result of annual changes to its Transmission Formula Rate.

3.5 Information Sharing. The Transmission Owner and Generation Project Developer shall make available to the other Parties information necessary to verify costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this NUFA; provided, however, that the Parties shall not use such information for purposes other than those set forth in this Section 3 and to enforce their rights under this NUFA.

3.6 Audit. Subject to the requirements of confidentiality under Section 9.2 of this NUFA: (i) the accounts and records related to the design, engineering, procurement, and construction of the Network Upgrades and/or System Protection Facilities shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Network Upgrade; (ii) the accounts and records related to the one-time true-up adjustment provided for in Section 3.7 shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment is reflected in the Generation Project Developer's invoice; and (iii) the accounts and records related to the annual inputs to the Formula shall be subject to audit for a period of twelve (12) months following each year's Formula update in accordance with this Section 3. Generation Project Developer at its expense shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit such accounts and records. Any audit authorized by this Section 3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this NUFA.

3.7 Payment True-Up to Actual Costs. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the ANUC is known and all costs associated with the ENUC have been accounted for. The true-up adjustment will be equal to the difference between payments collected to-date and what the payments to-date would have been if

the payments had been calculated using the ANUC. The true-up adjustment, either as a credit due or charge to the Generation Project Developer, shall be included in the Generation Project Developer's next payment due, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date and will be determined based on the Commission's regulations at 18 C.F.R. § 35.19a. Transmission Provider will invoice Generation Project Developer upon determination of the true-up in accordance with this Section 3.7.

4. Security

4.1 Provision of Security; Updating Security Amount. The Generation Project Developer shall provide a letter of credit from a reasonably acceptable provider, or other form of reasonably acceptable security that names either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner as applicable, as the beneficiary in an amount equal to the ENUC (the "Security"). The Generation Project Developer shall have the option to provide the Security to either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner and shall notify all Parties of its election within ten (10) days of receipt of the NUFA from the Transmission Provider. The entity whom the Generation Project Developer chooses to provide with the Security, either the Transmission Provider (for the benefit of the Transmission Owner) or the Transmission Owner, shall determine whether the letter of credit or other form of security is reasonably acceptable. The Security shall be provided to Transmission Provider or Transmission Owner, as applicable, by Generation Project Developer pursuant to this Section 4.1 within the later of: (i) forty-five (45) days of the execution of this NUFA by all Parties; (ii) forty-five (45) days of acceptance of this NUFA by FERC if this NUFA is filed unexecuted and the Security is being protested by Generation Project Developer; or (iii) forty-five (45) days of the date of filing of this NUFA if it is filed unexecuted and the Security is not being protested by Generation Project Developer. To the extent that the Generation Project Developer has provided Security under the GIA for any portion of the Network Upgrades covered by the NUFA, the Security required under this NUFA shall be reduced by the amount of Security required under the GIA for such Network Upgrades. Prior to the release of the Security under the GIA for the Network Upgrades by the Transmission Provider, the Generation Project Developer shall provide additional Security to the Transmission Owner or Transmission Provider, as applicable, under this NUFA in an amount that is equal to the amount of Security for the Network Upgrades released under the GIA. The Security provided under the GIA may be applied to satisfy the Security requirements under the NUFA if the form, terms, and provider of the Security provided under the GIA allow it. In no event shall Generation Project Developer allow Security to lapse between the GIA and this NUFA. The Generation Project Developer must maintain the Security required under this NUFA or the GIA at all times. Likewise, in no event shall Generation Project Developer be required to maintain concurrently the full amount of Security under the GIA and the full amount of Security under this NUFA. The Security may be adjusted to an amount equal to the ANUC after such time that the one-time true-up adjustment as described in Section 3.7 is completed for each Network Upgrade. The Security shall remain with Transmission Provider or Transmission Owner, as applicable, for the remaining months of the Term. At Generation Project Developer's discretion, such Security may be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) of the ANUC of each Network Upgrade on the first anniversary of the In-Service Date of that Network Upgrade and may continue to be reduced by

five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) each year over the Term of this NUFA, provided that any such reduction in the amount of Security must be evidenced to either the Transmission Provider or the Transmission Owner, as applicable, in the form of a revised form of Security reasonably acceptable to the Transmission Owner.

4.2 Draws on Security. In the event Generation Project Developer fails to make a payment by the Monthly Due Date or Annual Due Date, as applicable, Transmission Provider or Transmission Owner, as applicable, shall be entitled to draw on the Security posted by Generation Project Developer in the amount of the missed Payments as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If Generation Project Developer fails to make payment by the Monthly Due Date or Annual Due Date, as applicable, and Security has been depleted, Generation Project Developer shall provide to the Transmission Provider (for the benefit of the Transmission Owner) or Transmission Owner, as applicable based on the election in Section 4.1 new irrevocable security, in a form reasonably acceptable ("New Security") within thirty (30) days of the holder's demand for New Security.

4.3 Security Requirements. Security shall remain in place until expiration of this NUFA. Any Security provided by Generation Project Developer must be kept active, must continue to meet the security requirements of the Transmission Owner or the Transmission Provider, as applicable, and must be available to Transmission Provider or Transmission Owner, as applicable, for the purpose of making payments under this NUFA in the event that Generation Project Developer fails to make such payment. Any fees or costs associated with the provision of security are the responsibility of the Generation Project Developer.

4.4 Tax Gross-Up. Generation Project Developer acknowledges that the construction of the Network Upgrade(s) under the GIA could be subject to tax gross-up, as applicable, upon the Generation Project Developer's default under this NUFA and that the Security provided hereunder could be used to cover such obligations.

5. Breach, Default, and Cross-Default

5.1 General. Upon a Breach of this NUFA, the non-breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to all non-breaching Parties. The Breaching Party shall have thirty (30) days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within thirty (30) days, the Breaching Party shall commence such cure within thirty (30) days after notice thereof and shall continuously and diligently complete such cure within ninety (90) days from receipt of the notice of Breach. If cured within such time provided by the foregoing, the Breach specified in such notice shall be deemed cured and treated by the Parties as if it had not occurred. If a Breach is not cured as provided in this Section 5.1, or is not capable of being cured within the period provided for herein, the Breaching Party shall be in default under this NUFA.

5.2 Generation Project Developer Default. Generation Project Developer shall be in default of this NUFA if Generation Project Developer: (i) fails to make two (2) consecutive monthly Payments when due or be more than sixty (60) days late in providing an

annual payment; provided that, Transmission Provider has given Generation Project Developer notice of and Generation Project Developer has failed to cure such late payments consistent with Section 5.1; (ii) fails to provide New Security within thirty (30) days of the demand for New Security consistent with Section 4.2; (iii) terminates operation of its Generating Facility prior to the end of the Term of this NUFA; or (iv) is declared to be in Default under its GIA. In the event of default, Generation Project Developer shall promptly pay to Transmission Provider all Payments still owed under this NUFA. In the event that Generation Project Developer does not promptly pay all amounts due and owing to the Transmission Provider, the Transmission Provider may draw on the remaining balance of the Security provided by the Generation Project Developer. This payment or draw on the Security does not limit any and all rights and remedies available to the Transmission Provider or Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this NUFA. Generation Project Developer shall indemnify Transmission Provider and Transmission Owner for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed for the remaining months, including, as applicable, any tax gross-up obligations under this NUFA.

5.3 Transmission Owner Default. Transmission Owner shall be in default of this NUFA if Transmission Owner: (i) fails to provide Generation Project Developer with any of the information access and audit rights provided in Section 3.6; (ii) such failure is not cured following notice from Generation Project Developer as provided in Section 5.1; and (iii) such failure has a material adverse effect on Generation Project Developer's ability to perform under this NUFA.

5.4 Cross-Default. This NUFA is a requirement for Interconnection Service under the PJM Tariff when an Transmission Owner has elected to fund the capital for the Network Upgrades and shall be subject to the terms and conditions of the PJM Tariff, including the rights to termination of Interconnection Service. Notwithstanding anything to the contrary contained in this NUFA, a Breach by Generation Project Developer of any provision, covenant or other term or condition contained in this NUFA shall be considered a Breach under the Generation Project Developer's GIA referenced in the recitals to this NUFA. An event of default by Generation Project Developer under Section 5.2 hereof shall, after the passage of all applicable notice and cure or grace periods, be considered a default under this NUFA and a default of the Generation Project Developer's GIA referenced in the recitals to this NUFA. Transmission Owner and Transmission Provider shall be entitled (but in no event required) in an event of such dual Breach or default to apply all rights and remedies available in this NUFA and the GIA by reason of a Breach or default.

5.5 Notice of Default. In the event of a default under Generation Project Developer's GIA, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owners that have FERC-filed service agreements with Generation Project Developer under the PJM Tariff.

6. Reimbursed Network Upgrades

Following the execution of this NUFA, if the Transmission Provider determines that any portion of the costs of the Network Upgrades covered by this NUFA should be allocated to one

or more subsequent Generating Facilities (“New Customer(s)”), the Parties shall amend this NUFA and/or enter into new agreements in the form provided in Tariff, Attachment O-2 to reflect Generation Project Developer and New Customer’s (or New Customers’) respective responsibility for the remaining costs of the Network Upgrade subject to this NUFA based on the effective date of New Customer’s GIA.

7. Assignment

This NUFA shall inure to the benefit of and be binding upon each Party’s successors and permitted assigns. No Party shall assign this NUFA or their related contractual rights without the prior written consent of the other Parties, which prior written consents shall be not be unreasonably withheld or delayed; provided that the assignee is at least as creditworthy as the assigning Party and the assignee of the Generation Project Developer shall provide Transmission Owner with Security as contemplated herein; and provided further that Generation Project Developer shall have the right to assign this NUFA, without the consent of either the Transmission Provider or the Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Generation Project Developer will promptly notify Transmission Provider and Transmission Owner of any such assignment. No assignment of this NUFA shall release or discharge any Party from their future obligations hereunder unless all such obligations are assumed by the successor or assignee of that Party in writing.

8. No Transmission Service

The execution of a NUFA does not constitute a request for transmission service, or entitle Generation Project Developer to receive transmission service, under Tariff, Part II or Tariff, Part III. Nor does the execution of an NUFA obligate Transmission Owner or Transmission Provider to procure, supply or deliver to Generation Project Developer or the Generating Facility any energy, capacity, Ancillary Services or Station Power (and any associated distribution services).

9. Miscellaneous

9.1 Entire Agreement. This NUFA represents the entire agreement among the Parties with reference to payment terms for the Network Upgrade(s) provided by Transmission Owner for Generation Project Developer under the GIA. This NUFA may not be amended, modified, or waived other than by a written document signed by all Parties.

9.2 Confidentiality

9.2.1 Definition. Confidential Information under this NUFA shall have the same meaning as provided in the PJM Tariff. Critical Energy/Electric Infrastructure Information (“CEII”) shall have the meaning provided in 18 C.F.R. § 388.113(c)(1)-(2).

9.2.2 Term. During the Term of this NUFA, and for a period of three (3) years after the expiration or termination of the NUFA, except as otherwise provided in this Section 9.2 or with regard to CEII, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any other Party. In addition to being treated

as Confidential Information hereunder, CEII shall be treated in accordance with Commission policy and regulations.

9.2.3 Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this NUFA; or (vi) is required, in accordance with Section 9.2.8, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this NUFA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

9.2.4 Release of Confidential Information. No Party shall disclose Confidential Information to any other person, except to its Affiliates (limited by the Commission's Standards of Conduct for Transmission Providers, 18 C.F.R. Part 358), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Generation Project Developer, or to potential purchasers or assignees of Generation Project Developer, on a need-to-know basis in connection with this NUFA, unless such person has first been advised of the confidentiality provisions of this Section 9.2 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 9.2.

9.2.5 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure. Nothing in this NUFA shall limit or otherwise modify Transmission Provider's rights and obligations with respect to Confidential Information as set forth in the PJM Tariff.

9.2.6 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

9.2.7 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this NUFA or its regulatory requirements.

9.2.8 Order of Disclosure. If a Governmental Authority with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this NUFA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

9.2.9 Termination of Agreement. Upon termination of this NUFA for any reason, each Party shall, within ten (10) days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party.

9.2.10 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 9.2. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section 9.2, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 9.2, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 9.2.

9.2.11 Disclosure to FERC or its Staff. Notwithstanding anything in this Section 9.2 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this NUFA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this NUFA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this NUFA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

9.2.12 Competitively Sensitive Information. Subject to the exception in Section 9.2.11, any information that a disclosing Party claims is competitively sensitive,

commercial or financial information under this NUFA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this NUFA or as the Regional Transmission Organization including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this Section 9.2.12, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

9.3 Regulatory Approval. This NUFA and its terms shall be subject to approval, if applicable, by the Commission. This NUFA and its terms shall also be subject to, as applicable, the PJM Tariff.

9.4 Force Majeure.

9.4.1 Notice. A Party that is unable to carry out an obligation imposed on it by this NUFA due to Force Majeure shall notify the other parties in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

9.4.2 Duration of Force Majeure. A Party shall not be responsible, or considered to be in Breach or default under this NUFA, for any failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other parties.

9.4.3 Obligation to Make Payments. Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

9.4.4 Definition of Force Majeure. For purposes of this section, an event of Force Majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force Majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional

wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

9.5 Disputes. Any dispute hereunder shall be referred to senior representatives of each Party. If the senior representatives are not able to resolve the dispute within thirty (30) days, the dispute resolution procedures of Tariff, Part I section 12 and Tariff, Part IV, section 40 shall apply to the resolution of any dispute hereunder.

9.6 Reservation of Rights. Nothing in this NUFA shall limit the rights of the Parties or of FERC under Section 205 and 206 of the Federal Power Act and FERC's rules and regulations thereunder.

9.7 Liability. A party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this NUFA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the PJM Tariff. The provisions set forth in the PJM Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this NUFA, regardless of whether the obligation is preceded by a specific directive.

9.8 Governing Law. This NUFA is governed by and shall be construed in accordance with laws of the State of Delaware, without regard for any principles of conflicts of laws.

9.9 No Waiver. It is mutually understood that any failure by Transmission Provider or Transmission Owner or inconsistency to enforce or require the strict keeping and performance by Generation Project Developer of any of the provisions of this NUFA shall not constitute a waiver by Transmission Provider or Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission Provider or Transmission Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in this NUFA shall not affect the validity of this NUFA as a whole or the validity or any other provisions therein.

9.10 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NUFA. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. Notice

10.1 General. Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered, by recognized national

courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address specified in Section 10.2. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

10.2 Contacts. Any Party may update its contact information by providing notice to the other Parties in accordance with Section 10.1.

Transmission Owner

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Generation Project Developer

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

Transmission Provider

[Name]

PJM Interconnection, L.L.C.

2750 Monroe Blvd

Audubon, PA 19403

[Email]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Transmission Provider, Generation Project Developer and Transmission Owner have caused this NUFA to be executed by their respective authorized officials.

(PJM Queue Position #____)

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

By: _____
Printed Name Title Date

Generation Project Developer: **[Name of Party]**

By: _____
Printed Name Title Date

Transmission Owner:

By: _____
Printed Name Title Date

Signature Page to Network Upgrade Funding Agreement

Schedule A
Network Upgrade Facilities

Schedule B

Formula Rate Exhibit

<u>1</u>					<u>PJM TO @ 21% FIT</u>	
<u>2</u>					<u>Schedule B</u>	
<u>3</u>						
<u>4</u>					<u>Levelized Fixed Charge Rate Calculation with Deferred Recovery</u>	
<u>5</u>					<u>(Blank Template)</u>	
<u>6</u>						
<u>7</u>	<u>Project Name:</u>	<u>20XX Network Upgrade project</u>				
<u>8</u>						
<u>9</u>	<u>Description</u>	<u>20XX Network Upgrade project</u>				
<u>10</u>						
<u>11</u>	<u>Cost Year:</u>	<u>20XX Actual True-up</u>	-	-	-	
<u>12</u>						
<u>13</u>	<u>Estimated or Actual Cost and ISD:</u>	<u>Actual cost; Actual ISD 6/1/20XX</u>		-	-	
<u>14</u>						
<u>15</u>	<u>Rate Recovery Period:</u>	<u>June 1, 20XX thru May 31, 20XX</u>		-	-	
<u>16</u>						
<u>17</u>	<u>Levelized Fixed Charge Computation:</u>					
<u>18</u>						
<u>19</u>	<u>Initial Network Upgrade Capital Cost</u>	-	-	-		<u>\$0</u>
<u>20</u>	<u>Levelized FCR with Deferred Recovery</u>		(Line 57)			<u>0.0000%</u>
<u>21</u>	<u>Annual Network Upgrade Charge</u>		(Line 19 x Line 20)			<u>\$0</u>
<u>22</u>	<u>Monthly Payment</u>	-	(Line 21 / 12)	-		<u>\$0</u>
<u>23</u>						
<u>24</u>	<u>Fixed Charge Rate Calculation:</u>					
<u>25</u>						
<u>26</u>	<u>Investment</u>		(Line 19)			<u>0</u>
<u>27</u>						
<u>28</u>	<u>PW Federal Tax Depreciation</u>		[Line 109, Col (f)]			<u>0</u>
<u>29</u>	<u>Applicable federal tax rate</u>		(Line 64)			<u>0.00%</u>
<u>30</u>	<u>PW Federal Tax Benefit</u>		(Line 28 x Line 29)			<u>0</u>
<u>31</u>						

<u>32</u>	<u>PW State Tax Depreciation</u>	<u>[Line 109, Col (g)]</u>	<u>0</u>
<u>33</u>	<u>Applicable state tax rate</u>	<u>(Line 65)</u>	<u>0.00%</u>
<u>34</u>	<u>PW State Tax Benefit</u>	<u>(Line 32 x Line 33)</u>	<u>0</u>
<u>35</u>			
<u>36</u>	<u>PW Tax Benefit</u>	<u>(Line 30 + Line 34)</u>	<u>0</u>
<u>37</u>	<u>Present Worth Cashflow</u>	<u>(Line 26 - Line 36)</u>	<u>0</u>
<u>38</u>	<u>Revenue Conversion Factor</u>	<u>[1/(1 - Line 63)]</u>	<u>1.0000</u>
<u>39</u>	<u>Present Worth Revenue Requirement</u>	<u>(Line 37 x Line 38)</u>	<u>0</u>
<u>40</u>			
<u>41</u>	<u>In Service Date</u>		<u>6/1/2021</u>
<u>42</u>	<u>Recovery Start Date</u>		<u>6/1/2021</u>
<u>43</u>	<u>Deferral Days (February counted as 28 days)</u>		<u>0</u>
<u>44</u>	<u>Deferral Annualization Factor (based on 365 days)</u>	<u>(Line 43/365)</u>	<u>0.0000%</u>
<u>45</u>	<u>Discount Rate per Year</u>	<u>(Line 75)</u>	<u>0.0000%</u>
<u>46</u>	<u>Deferral Factor</u>	<u>{[(1+Line 45)^Line 44] - 1}</u>	<u>0.0000%</u>
<u>47</u>	<u>Deferral Adjustment</u>	<u>(Line 39 x Line 46)</u>	<u>0</u>
<u>48</u>			
<u>49</u>	<u>Present Worth with Deferred Recovery</u>	<u>(Line 39 + Line 47)</u>	<u>0</u>
<u>50</u>			
<u>51</u>	<u>Recovery Period (RP)</u>		<u>20</u>
<u>52</u>	<u>Annualization Factor</u>	<u>{ i [(1+i)^RP] } / { [(1+i)^RP] - 1 }</u>	<u>0.0000%</u>
<u>53</u>		<u>(where RP is Line 51, and i is Line 45)</u>	
<u>54</u>			
<u>55</u>	<u>Levelized Amount</u>	<u>(Line 49 x Line 52)</u>	<u>0</u>
<u>56</u>			
<u>57</u>	<u>Levelized Fixed Charge Rate (FCR)</u>	<u>(Line 55 / Line 26)</u>	<u>0.0000%</u>
<u>58</u>			
<u>59</u>			
<u>60</u>	<u>Project Name:</u>	<u>20XX Network Upgrade project</u>	
<u>61</u>			
<u>62</u>	<u>Inputs from Formula Rate True-up Filing</u>	<u>- - - -</u>	

63 Combined Tax Rate 0.00%

64 Applicable Federal Income Tax Rate 0.00%

65 Applicable State Income Tax Rate 0.00%

66

67

68 Capital Structure - Amount Weight Cost Weighted Cost

69

70 Long-Term Debt 0 0.00% 0.00% 0.0000%

71 Preferred Stock 0 0.00% 0.00% 0.0000%

72 Common Equity 0 0.00% 0.00% 0.0000%

73 Total Capitalization 0 0.00% 0.0000%

74

75 Discount Rate (Line 73 - (Line 63 x Line 70)) 0.0000%

76

77

78

79

80 MACRS Depreciation Rates with Bonus Depreciation Option: - - -

81

82 (a) (b) (c) (d) (e) (f) (g)

83 Year MACRS MACRS State Present Present Present

84 Rates Depr Depr Worth Worth Worth

85 Factor Federal Tax State Tax

86 1/(1+i)^n Depreciation Depreciation

87

88 Base (Line 19) \$0 \$0

89 1 0.00% 0 1.000000 0

90 Remaining Base (Line 88-Line 89) 0.0

91

92 1 5.00% 0 0 1.000000 0 0

<u>93</u>	<u>2</u>	<u>9.50%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>94</u>	<u>3</u>	<u>8.55%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>95</u>	<u>4</u>	<u>7.70%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>96</u>	<u>5</u>	<u>6.93%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>97</u>	<u>6</u>	<u>6.23%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>98</u>	<u>7</u>	<u>5.90%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>99</u>	<u>8</u>	<u>5.90%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>100</u>	<u>9</u>	<u>5.91%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>101</u>	<u>10</u>	<u>5.90%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>102</u>	<u>11</u>	<u>5.91%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>103</u>	<u>12</u>	<u>5.90%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>104</u>	<u>13</u>	<u>5.91%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>105</u>	<u>14</u>	<u>5.90%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>106</u>	<u>15</u>	<u>5.91%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>107</u>	<u>16</u>	<u>2.95%</u>	<u>0</u>	<u>0</u>	<u>1.000000</u>	<u>0</u>	<u>0</u>
<u>108</u>							
<u>109</u>	<u>Total</u>	-	-	-	-	-	-
<u>110</u>			<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>
<u>111</u>	<u>Footnote:</u>						
<u>112</u>	<u>Use Line 89 if bonus depreciation is applicable</u>						
<u>113</u>	-	-	-	-	-	-	-

Return \ Capitalization Calculations From Transmission Formula Rate True-up Filing

Line or

Note

Response
Cap
Limit
%

Does the formula rate template include a Capital Structure Equity Limit (Cap)? (Yes or No)

No

-

	<u>\$</u>	<u>Actual</u> <u>%</u>	<u>Cap</u> <u>Limit</u> <u>%</u>	<u>Cost</u> <u>(Note "X")</u>	<u>Weighted</u>	
- <u>Long Term Debt</u>	<u>0</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.0000</u>	<u>0.0000</u>	=WCLTD
- <u>Preferred Stock</u>	<u>0</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.0000</u>	<u>0.0000</u>	
- <u>Common Stock</u>	<u>0</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.0000</u>	<u>0.0000</u>	
<u>Total Capitalization (Sum Lines to)</u>	<u>0</u>				<u>0.0000</u>	=R

Income Tax Rates From Transmission Formula Rate True-up Filing

- <u>FIT =</u>	<u>0.00%</u>
- <u>SIT=</u>	<u>0.00%</u>
- <u>p =</u>	<u>0.00%</u>

INCOME TAXES

- <u>T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =</u>	<u>0.00%</u>
---	--------------

Notes:

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

-

ATTACHMENT C

Tariff, Part VII, Subpart I, section 338

Section 217.8 Interconnected Transmission Owner Initial Funding of Network Upgrades:

(a) ~~Interconnected~~ Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the ~~Interconnected~~ Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including ~~Direct Connection Network Upgrades and Non-Direct Connection Stand Alone~~ Network Upgrades) associated with the interconnection of an ~~Interconnection Customer~~ Generation Project Developer, including in cases where the ~~Interconnection Customer~~ Generation Project Developer exercises the Option to Build under ~~Interconnection Construction Service Agreement~~ GIA, Tariff, ~~Attachment P, Appendix 2~~ Part IX, Subpart B, Schedule L, section ~~3.2.3.11.2.3~~. If the ~~Interconnected~~ Transmission Owner elects to fund the capital costs of the Network Upgrades, ~~the Interconnected~~ written notice of the Transmission Owner's election shall ~~provide~~ be provided to the Transmission Provider and ~~Interconnection Customer with written notice pursuant to~~ Generation Project Developer in the Facility Study Report as stated in Tariff, Part ~~VII~~ VII, Subpart I, section ~~217.8338~~, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the ~~Interconnected~~ Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, ~~Attachment O-2. The Interconnection Customer or Interconnected~~ Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

~~(b) Definition: Interconnected Transmission Owner is defined in Tariff, Part I, section 1. However, for purposes of this section and the Network Upgrade Funding Agreement, Interconnected Transmission Owner may also refer to a Transmission Owner whose facilities must be upgraded pursuant to a Facilities Study, but whose facilities are not directly interconnected with those of the Interconnection Customer.~~

~~(c) Timing:~~ Transmission Provider will maintain on its website ~~an Interconnected~~ a Transmission Owner's general non-binding indication as to whether the ~~Interconnected~~ Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which an ~~Interconnected~~ Transmission Owner has elected to self-fund Network Upgrades. Each impacted ~~Interconnected~~ Transmission Owner shall indicate whether it intends to self-fund ~~each~~ a specific Network Upgrade ~~prior to the completion of the Facilities Study. Any such~~ identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades shall be identified in the Facilities Study or Interconnected in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades ~~identified in the Facilities Study.~~

If the ~~Interconnected~~ Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the ~~Interconnection Customer~~Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders ~~the Interconnection Construction Service Agreement~~a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one ~~Interconnected~~ Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such ~~Interconnected~~ Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the ~~Interconnection Customer~~Generation Project Developer for execution.

~~Unless otherwise specified in the project specific milestones of the Interconnection Service Agreement, Interconnection Customer either shall~~Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the ~~Interconnected~~ Transmission Owner at the same time as the executed ~~Interconnection Construction Service Agreement, or, alternatively, shall request~~GIA, or, (2) have requested dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an ~~Interconnection Customer or an Interconnected~~Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the ~~Interconnection Customer, the Interconnected~~Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the ~~Interconnection Customer~~Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the ~~Interconnected~~ Transmission Owner named as party to the Network Upgrade Funding Agreement. The ~~Interconnected~~ Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the ~~Interconnected~~ Transmission Owner requests dispute resolution under the Tariff. However, in the event the ~~Interconnection Customer~~Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the ~~Interconnection Customer~~Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the ~~Interconnected~~ Transmission Owner, the requirement for the ~~Interconnected~~ Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade

Funding Agreement as expeditiously as possible. In the event the ~~Interconnected~~ Transmission Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the ~~Interconnection Customer~~Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The ~~Interconnection Customer~~Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the ~~Interconnection Customer~~, ~~Interconnected~~Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which ~~Interconnected~~ Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the ~~Interconnection Customer~~Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the ~~Interconnection Service Agreement~~GIA. Such breach shall be subject to the terms of the ~~Interconnection Service Agreement~~GIA, Appendix 2, section 15. If the default under the ~~Interconnection Service Agreement~~GIA results from the ~~Interconnection Customer's~~Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the ~~Interconnected~~ Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the ~~Interconnection Service Agreement~~GIA and the Network Upgrade Funding Agreement.

(e) ~~Interconnected~~ Transmission Owner's Reimbursement Obligations under the Option to Build: If the ~~Interconnection Customer~~Generation Project Developer exercises the Option to Build under the ~~Interconnection Construction Service Agreement and the Interconnected~~GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this section ~~217.8338~~, then prior to the ~~Interconnection Customer~~Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the ~~Interconnection Construction Service Agreement~~Schedule of Work in GIA, Schedule JL, the Interconnection CustomerSection 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of ~~Interconnection Customer's~~Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the ~~Interconnected~~ Transmission Owner on behalf of the ~~Interconnection Customer~~Generation Project Developer for the estimated amount to be expended by the ~~Interconnection Customer~~Generation Project Developer to construct any Network Upgrades for which the ~~Interconnection Customer~~Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice ~~Interconnected~~ Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. ~~Interconnected~~ Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of ~~Interconnected~~ Transmission Owner's payments, Transmission Provider shall remit to the ~~Interconnection Customer~~Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by ~~Interconnection Customer~~Generation Project Developer prior to the date by which ~~Interconnection Customer~~Generation Project Developer must make any construction payment for such Network Upgrades.

~~Interconnected~~ Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the ~~Interconnection Customer, Interconnection Customer~~ Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the ~~Interconnected~~ Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by ~~Interconnection Customer~~ Generation Project Developer and paid by ~~Interconnected~~ Transmission Owner, ~~Interconnected~~ Transmission Owner shall pay to ~~Interconnection Customer~~ Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from ~~Interconnection Customer~~ Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by ~~Interconnection Customer~~ Generation Project Developer and paid by ~~Interconnected~~ Transmission Owner, ~~Interconnection Customer~~ Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to ~~Interconnected~~ Transmission Owner any amount by which the actual payment by ~~Interconnected~~ Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the ~~Interconnection Customer to the Interconnected~~ Generation Project Developer to the Transmission Owner, the ~~Interconnection Customer~~ Generation Project Developer shall make payments for such facilities to the ~~Interconnected~~ Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the ~~Interconnected~~ Transmission Owner Funding Mechanism: For any ~~Customer~~ Generating Facility for which the ~~Interconnection Customer~~ Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the ~~Interconnected~~ Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that ~~Customer~~ Generating Facility in accordance with the provisions of this section ~~217.8338~~.

(g) Nothing in this section ~~217.8338~~ or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a ~~Interconnection Customer~~ Generation Project Developer is entitled pursuant to Tariff, Part VII, Subpart ~~EE~~, except to the extent the applicable terms of Tariff, Part VII, Subpart ~~EE~~ provide otherwise.

Tariff, Part VIII, Subpart I, section 436

~~Section 217.8 Interconnected~~ **Transmission Owner Initial Funding of Network Upgrades:**

(a) ~~Interconnected~~ Transmission Owner's Right: Notwithstanding anything in this Tariff to the contrary, the ~~Interconnected~~ Transmission Owner shall have the right to elect to fund the capital cost for the Network Upgrades (including ~~Direct Connection Network Upgrades and Non-Direct Connection~~Stand Alone Network Upgrades) associated with the interconnection of an ~~Interconnection Customer~~Generation Project Developer, including in cases where the ~~Interconnection Customer~~Generation Project Developer exercises the Option to Build under ~~Interconnection Construction Service Agreement~~a GIA, Tariff, ~~Attachment P, Appendix 2~~Part IX, Subpart B, Schedule L, section ~~3.2.3.11.2.3~~. If the ~~Interconnected~~ Transmission Owner elects to fund the capital costs of the Network Upgrades, ~~the Interconnected~~written notice of the Transmission ~~Owner~~Owner's election shall ~~provide~~be provided to the Transmission Provider and ~~Interconnection Customer with written notice pursuant to~~Generation Project Developer in the Facility Study Report as stated in Tariff, Part ~~VI, VIII~~VI, VIII, Subpart I section ~~217.8436~~, and the Parties shall enter into a Network Upgrade Funding Agreement to memorialize the terms of repayment for those Network Upgrades that the ~~Interconnected~~ Transmission Owner elected to self-fund. The Network Upgrade Funding Agreement shall take the form of the *pro forma* Network Upgrade Funding Agreement that is included in Tariff, ~~Attachment O-2. The Interconnection Customer or Interconnected~~Part IX, Subpart M. The Generation Project Developer or Transmission Owner may request in writing that Transmission Provider file the Network Upgrade Funding Agreement with FERC in unexecuted form.

~~(b) Definition: Interconnected Transmission Owner is defined in Tariff, Part I, section 1. However, for purposes of this section and the Network Upgrade Funding Agreement, Interconnected Transmission Owner may also refer to a Transmission Owner whose facilities must be upgraded pursuant to a Facilities Study, but whose facilities are not directly interconnected with those of the Interconnection Customer.~~

~~(e)~~ (b) Timing: Transmission Provider will maintain on its website ~~an Interconnected~~a Transmission Owner's general non-binding indication as to whether the ~~Interconnected~~ Transmission Owner intends to elect to fund the capital costs (self-fund) for Network Upgrades. Transmission Provider will also maintain on its website a list of the projects for which an ~~Interconnected~~ Transmission Owner has elected to self-fund Network Upgrades. Each impacted ~~Interconnected~~ Transmission Owner shall indicate whether it intends to self-fund ~~each~~a specific Network Upgrade ~~prior to the completion of the Facilities Study. Any such~~identified during the Phase II System Impact Study in the Phase II Facility Study Report. Each impacted Transmission Owner shall further indicate whether it intends to self-fund a specific Network Upgrade identified during the Phase III System Impact Study in the Phase III Facility Study Report. If the impacted Transmission Owner does not identify its election to self-fund Network Upgrades ~~shall be identified in the Facilities Study or Interconnected~~in the Phase II Facility Study Report or Phase III Facility Study Report, as applicable, the Transmission Owner shall be deemed to have waived its self-fund election option for the Network Upgrades ~~identified in the Facilities Study~~.

If the ~~Interconnected~~ Transmission Owner has elected to fund the capital for the Network Upgrades, the Transmission Provider shall tender to the ~~Interconnection Customer~~Generation Project Developer a Network Upgrade Funding Agreement at the same time that it tenders ~~the Interconnection Construction Service Agreement~~a draft GIA from Tariff, Part IX. In the event that construction of facilities by more than one ~~Interconnected~~ Transmission Owner is required, the Transmission Provider will tender a separate Network Upgrade Funding Agreement for each such ~~Interconnected~~ Transmission Owner and the facilities to be constructed on its transmission system. Further, if there are multiple Generation Project Developers whose interconnection service requests cause the need for the construction of a Network Upgrade and who are allocated a share of the cost of the Network Upgrade, each Generation Project Developer shall be responsible for its allocated share of the costs of the Network Upgrade that the Transmission Owner elects to fund. The Transmission Provider shall provide to the Transmission Owner(s) a copy of the Network Upgrade Funding Agreement when these agreements are provided to the ~~Interconnection Customer~~Generation Project Developer for execution.

~~Unless otherwise specified in the project specific milestones of the Interconnection Service Agreement, Interconnection Customer either shall~~Generation Project Developer shall either (1) have executed the tendered Network Upgrade Funding Agreement and it must be in the possession of the Transmission Provider and the ~~Interconnected~~ Transmission Owner at the same time as the executed ~~Interconnection Construction Service Agreement, or, alternatively, shall request GIA, or, (2) have requested~~ dispute resolution in accordance with the dispute resolution provisions of the Tariff, or that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In the event that an ~~Interconnection Customer or an Interconnected~~Generation Project Developer or a Transmission Owner has requested dispute resolution proceedings or that the Network Upgrade Funding Agreement be filed unexecuted, construction of facilities and upgrades addressed in the Network Upgrade Funding Agreement shall be deferred until any disputes are resolved, unless otherwise agreed by the ~~Interconnection Customer, the Interconnected~~Generation Project Developer, the Transmission Owner and the Transmission Provider.

Following execution of the Network Upgrade Funding Agreement by the ~~Interconnection Customer~~Generation Project Developer, the Transmission Provider shall forward the Network Upgrade Funding Agreement to the ~~Interconnected~~ Transmission Owner named as party to the Network Upgrade Funding Agreement. The ~~Interconnected~~ Transmission Owner shall execute and return the Network Upgrade Funding Agreement to the Transmission Provider no later than fifteen (15) Business Days following date of receipt of Network Upgrade Funding Agreement from the Transmission Provider, or, alternatively, request that the Network Upgrade Funding Agreement be filed unexecuted with the Commission unless the ~~Interconnected~~ Transmission Owner requests dispute resolution under the Tariff. However, in the event the ~~Interconnection Customer~~Generation Project Developer has made changes to the Network Upgrade Funding Agreement tendered to the ~~Interconnection Customer~~Generation Project Developer by the Transmission Provider which were not previously reviewed and approved by a representative of the ~~Interconnected~~ Transmission Owner, the requirement for the ~~Interconnected~~ Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Network Upgrade Funding Agreement shall use due diligence to execute the Network Upgrade Funding Agreement as expeditiously as possible. In the event the ~~Interconnected~~ Transmission

Owner does not execute and return the Network Upgrade Funding Agreement in the time specified above, the Transmission Provider shall advise the ~~Interconnection Customer~~Generation Project Developer of the status of the execution of the Network Upgrade Funding Agreement. The ~~Interconnection Customer~~Generation Project Developer may then request: (i) dispute resolution under the Tariff; or (ii) that the Network Upgrade Funding Agreement be filed unexecuted with the Commission. In all cases, the ~~Interconnection Customer~~, ~~Interconnected~~Generation Project Developer, Transmission Owner, and Transmission Provider may mutually agree to extend the time in which ~~Interconnected~~ Transmission Owner must execute and return the Network Upgrade Funding Agreement.

(d) Cross-Defaults: A breach by the ~~Interconnection Customer~~Generation Project Developer of any provision, covenant, or other term or condition contained in the Network Upgrade Funding Agreement shall be considered a breach under the ~~Interconnection Service Agreement~~GIA. Such breach shall be subject to the terms of the ~~Interconnection Service Agreement~~GIA, Appendix 2, section 15. If the default under the ~~Interconnection Service Agreement~~GIA results from the ~~Interconnection Customer's~~Generation Project Developer's breach of the Network Upgrade Funding Agreement and subsequent failure to cure, the ~~Interconnected~~ Transmission Owner and the Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the ~~Interconnection Service Agreement~~GIA and the Network Upgrade Funding Agreement.

(e) ~~Interconnected~~ Transmission Owner's Reimbursement Obligations under the Option to Build: If the ~~Interconnection Customer~~Generation Project Developer exercises the Option to Build under the ~~Interconnection Construction Service Agreement and the Interconnected~~GIA, Schedule L, Section 11.2.3 and the Transmission Owner has elected to fund the Network Upgrades pursuant to this section ~~217.8436~~, then prior to the ~~Interconnection Customer~~Generation Project Developer incurring any construction costs relating to the Option to Build and by the date specified in the ~~Interconnection Construction Service Agreement~~Schedule of Work in GIA, Schedule ~~J~~L, the ~~Interconnection Customer~~Section 8 the Generation Project Developer shall provide Transmission Provider a quarterly statement of ~~Interconnection Customer's~~Generation Project Developer's scheduled expenditures during the next three months for the design, engineering and construction of, and/or for other charges related to the Network Upgrades. Transmission Provider shall invoice the ~~Interconnected~~ Transmission Owner on behalf of the ~~Interconnection Customer~~Generation Project Developer for the estimated amount to be expended by the ~~Interconnection Customer~~Generation Project Developer to construct any Network Upgrades for which the ~~Interconnection Customer~~Generation Project Developer has exercised its Option to Build. Transmission Provider shall invoice ~~Interconnected~~ Transmission Owner on a quarterly basis for the costs estimated to be expended in the subsequent three months. ~~Interconnected~~ Transmission Owner shall pay Transmission Provider within twenty (20) calendar days of receipt of the invoice. Upon receipt of ~~Interconnected~~ Transmission Owner's payments, Transmission Provider shall remit to the ~~Interconnection Customer~~Generation Project Developer. The timing of quarterly invoices and payments shall ensure that payment is received by ~~Interconnection Customer~~Generation Project Developer prior to the date by which ~~Interconnection Customer~~Generation Project Developer must make any construction payment for such Network Upgrades.

~~Interconnected~~ Transmission Owner may request in the Network Upgrade Funding Agreement that the Transmission Provider provide a quarterly cost reconciliation. 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, provided, however, that this section shall govern the timing of the final cost reconciliation upon completion of the work.

After completion of the construction of Network Upgrades by the ~~Interconnection Customer~~, ~~Interconnection Customer~~ Generation Project Developer, Generation Project Developer shall provide an invoice of the final cost of the Network Upgrades and shall set forth such costs in sufficient detail to enable the ~~Interconnected~~ Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by ~~Interconnection Customer~~ Generation Project Developer and paid by ~~Interconnected~~ Transmission Owner, ~~Interconnected~~ Transmission Owner shall pay to ~~Interconnection Customer~~ Generation Project Developer the difference between the amount previously paid and the actual costs within thirty (30) calendar days after receipt of a final construction invoice from ~~Interconnection Customer~~ Generation Project Developer. In the event that the actual costs are less than the estimated costs previously invoiced by ~~Interconnection Customer~~ Generation Project Developer and paid by ~~Interconnected~~ Transmission Owner, ~~Interconnection Customer~~ Generation Project Developer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to ~~Interconnected~~ Transmission Owner any amount by which the actual payment by ~~Interconnected~~ Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) calendar days of the issuance of such final construction invoice. Following the transfer of the Network Upgrades from the ~~Interconnection Customer to the~~ ~~Interconnected~~ Generation Project Developer to the Transmission Owner, the ~~Interconnection Customer~~ Generation Project Developer shall make payments for such facilities to the ~~Interconnected~~ Transmission Owner pursuant to the terms and conditions of the Network Upgrade Funding Agreement among the Parties.

(f) Transition to the Implementation of the ~~Interconnected~~ Transmission Owner Funding Mechanism: For any ~~Customer~~ Generating Facility for which the ~~Interconnection Customer~~ Generation Project Developer has not executed a Facilities Study Agreement, as set forth in Tariff, Attachment N-2, on or before October 1, 2021, the ~~Interconnected~~ Transmission Owner shall have the right to elect to fund the Network Upgrades associated with that ~~Customer~~ Generating Facility in accordance with the provisions of this section ~~217.8436~~.

(g) Nothing in this section ~~217.8436~~ or the Network Upgrade Funding Agreement is intended to affect in any way the rights to which a ~~Interconnection Customer~~ Generation Project Developer is entitled pursuant to Tariff, Part VIII, Subpart ~~EE~~, except to the extent the applicable terms of Tariff, Part VIII, Subpart ~~EE~~ provide otherwise.

~~ATTACHMENT O-2~~

Tariff, Part IX, Subpart M

**FORM OF
NETWORK UPGRADE FUNDING AGREEMENT**

FORM OF NETWORK UPGRADE FUNDING AGREEMENT

By and Among

PJM Interconnection, L.L.C.

and

[~~Interconnection Customer~~ Generation Project Developer]

and

[~~Interconnected~~ Transmission Owner]

(PJM Queue Position #___)

Network Upgrade Funding Agreement

for

(PJM Queue Position #____)

This Network Upgrade Funding Agreement (“NUFA”) is entered into by and among [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “~~Interconnection Customer~~Generation Project Developer” or “[short name]”), [_____], a [state] [corporation/limited liability company/other corporate form] (hereinafter “~~Interconnected~~ Transmission Owner” or “[short name]”), and PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”) to compensate ~~Interconnected~~ Transmission Owner for upgrades and additions to its transmission system (“Network Upgrades”) necessary for Interconnection Service for the ~~Interconnection Customer’s~~Customer Generation Project Developer’s Generating Facility under the PJM Open Access Transmission Tariff (“PJM Tariff” or “Tariff”). ~~Interconnection Customer, Interconnected~~Generation Project Developer, Transmission Owner, and PJM are each referred to as “Party,” and collectively, as “Parties.”

WHEREAS, the Parties entered into that certain Generation Interconnection ~~Service~~ Agreement (“GIA”) associated with Queue Position No. [____] (“~~ISAGIA~~”);

WHEREAS, the Interconnection Service necessary for Queue Position No. [____] requires ~~Interconnected~~ Transmission Owner to install Network Upgrade(s) on ~~Interconnected~~ Transmission Owner’s transmission system consisting of Network Upgrade(s) identified in Schedule A in order for ~~Interconnected~~ Transmission Owner to operate and maintain the transmission system in a safe and reliable manner;

WHEREAS, in accordance with the PJM Tariff in effect at the time the ISAGIA was executed, the ~~Interconnected~~ Transmission Owner has elected the self-fund option described in Tariff, Part ~~VI~~VII, Subpart I, Section ~~217.8~~338 or Tariff, Part VIII, Subpart I, Section 436, and therefore will recover the return of and on the initial capital cost of the following Network Upgrade(s) from ~~Interconnection Customer~~Generation Project Developer through this NUFA, as set forth in Schedule A herein;

WHEREAS, the ~~Interconnected~~ Transmission Owner will fund, own, operate and maintain the Network Upgrade(s);

WHEREAS, the PJM Tariff in effect at the time of execution of the ISAGIA requires the Parties to enter into a network upgrade funding agreement in the form provided in Tariff, ~~Attachment O-2~~Part IX, Subpart M if the ~~Interconnected~~ Transmission Owner elects to self-fund the initial capital cost of the Network Upgrades;

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties hereby agree that ~~Interconnected~~ Transmission Owner shall recover from ~~Interconnection Customer~~Generation Project Developer the return of and on the initial capital cost of the Network Upgrade(s), under the following terms and conditions:

1.1. Definitions. Capitalized terms used in this NUFA that are not otherwise defined herein shall have the meaning provided in the PJM Tariff.

2.2. Effective Date and Term. Unless terminated earlier by mutual agreement, the effective date of this NUFA shall be the date it is executed by all Parties, or such other date as

specified by FERC (the “Effective Date”). This NUFA shall continue until two hundred forty (240) months of payments for each Network Upgrade governed by this NUFA have been collected by the Transmission Provider and paid to the ~~Interconnected~~ Transmission Owner, unless the Parties mutually agree on a different term for this NUFA, including but not limited to a term that is consistent with the term of the ~~ISA~~ GIA, or such other date as mutually agreed to by the Parties from the Effective Date (“Term”).

3.3. Network Upgrade Charge.

3.1-3.1 Monthly Payments. Beginning with the month following notification from ~~Interconnected~~ Transmission Owner to ~~Interconnection Customer~~ Generation Project Developer and Transmission Provider, consistent with the notice requirements of Section 10.1, that a Network Upgrade has been placed in service (“In-Service Date”) and continuing for the Term of this NUFA, Transmission Provider shall invoice ~~Interconnection Customer~~ Generation Project Developer on behalf of the ~~Interconnected~~ Transmission Owner, for the amount of monthly revenue requirement for that Network Upgrade. ~~Interconnection Customer~~ Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Monthly Due Date”). Upon receipt of each of ~~Interconnection Customer’s~~ Generation Project Developer’s payments, Transmission Provider shall reimburse the ~~Interconnected~~ Transmission Owner.

3.2-3.2 Annual Payments. Alternatively, ~~Interconnection Customer~~ Generation Project Developer may elect to switch from receiving monthly invoices from the Transmission Provider for the Network Upgrades to an annual invoice after the first day of the next Rate Year for the ~~Interconnected~~ Transmission Owner following the In-Service Date of the last Network Upgrade governed by this NUFA. Rate Year shall be defined by the ~~Interconnected~~ Transmission Owner’s Formula Rate Protocols. If ~~Interconnection Customer~~ Generation Project Developer chooses to receive annual bills, Transmission Provider shall bill ~~Interconnection Customer~~ Generation Project Developer the equivalent of twelve (12) months of payments for each calendar year until the first Network Upgrade under this NUFA to be placed in service has less than twelve (12) months of payments owing in a calendar year, after which Transmission Provider shall resume billing ~~Interconnection Customer~~ Generation Project Developer on a monthly basis for each Network Upgrade. In no event shall the total amount paid by ~~Interconnection Customer~~ Generation Project Developer for a Network Upgrade be less than the equivalent amount due if there were instead monthly payments for the entire Term of this NUFA. ~~Interconnection Customer~~ Generation Project Developer shall pay each invoice within twenty (20) days after receipt thereof (“Annual Due Date”). Upon receipt of each of ~~Interconnection Customer’s~~ Generation Project Developer’s payments, Transmission Provider shall reimburse the ~~Interconnected~~ Transmission Owner.

3.3-3.3 Initial Payments. The initial Payment(s) shall be based on the Estimated Network Upgrade Initial Capital Cost (“ENUC”) and is set forth in the table below.

Description	Amount
ENUC (<i>Schedule B, Line ____</i>)	\$ _____
Levelized Fixed Charge Rate (<i>Schedule B, Line ____</i>)	_____ %

Annual revenue requirement (<i>Schedule B, Line ____</i>)	\$ _____
Payment (<i>Schedule B, Line ____</i>)	\$ _____

3.4.3.4 Updates to Payments. The ~~Interconnection Customer~~Generation Project Developer payment amount for the Network Upgrade(s) shall be updated as Network Upgrades subject to this NUFA are placed in service and shall be re-calculated annually to be effective on the first day of the Rate Year for the ~~Interconnected~~ Transmission Owner by updating certain inputs to the formula shown in Schedule B of this NUFA (“Formula”), and rounded to the nearest whole dollar. The Formula calculates a levelized fixed charge rate (“Levelized Fixed Charge Rate”) and the payment amount based on the ENUC or the Actual Network Upgrade Initial Capital Cost (“ANUC”), as applicable, the Term of this NUFA in years, and certain historic, actual data from the ~~Interconnected~~ Transmission Owner’s transmission formula rate included in Tariff, Attachment H (“Transmission Formula Rate”) or successor rate under the PJM Tariff, including but not limited to: (i) the ~~Interconnected~~ Transmission Owner’s combined tax rate, (ii) the amounts of ~~Interconnected~~ Transmission Owner interest on long-term debt, (iii) the long-term debt and common equity balances, and (iv) ~~Interconnected~~ Transmission Owner’s FERC-approved return on equity. Beginning on the first day of the ~~Interconnected~~ Transmission Owner’s Rate Year of the first or second calendar year following the In-Service Date, as applicable based on when the ANUC is determined, and each subsequent Rate Year thereafter, the payment amount shall be updated based on the ~~Interconnected~~ Transmission Owner’s Transmission Formula Rate using data from the previous calendar year and the ANUC. Any adjustment to the relevant inputs to ~~Interconnected~~ Transmission Owner’s Transmission Formula Rate or successor rate under the PJM Tariff used in the Formula shall require a recalculation of the Formula for the period to which such adjustment applies and shall require revised payment amounts, as well as refunds or surcharges, as necessary. ~~Interconnected~~ Transmission Owner shall provide ~~Interconnection Customer~~Generation Project Developer with notice each year of the change in payment amount as a result of annual changes to its Transmission Formula Rate.

3.5.3.5 Information Sharing. The ~~Interconnected~~ Transmission Owner and ~~Interconnection Customer~~Generation Project Developer shall make available to the other Parties information necessary to verify costs incurred by the other Parties for which the requesting Party is responsible under this Agreement and carry out obligations and responsibilities under this NUFA; provided, however, that the Parties shall not use such information for purposes other than those set forth in this Section 3 and to enforce their rights under this NUFA.

3.6.3.6 Audit. Subject to the requirements of confidentiality under Section 9.2 of this NUFA: (i) the accounts and records related to the design, engineering, procurement, and construction of the Network Upgrades and/or System Protection Facilities shall be subject to audit for a period of twenty-four (24) months following the In-Service Date of each such Network Upgrade; (ii) the accounts and records related to the one-time true-up adjustment provided for in Section 3.7 shall be subject to audit for a period of twenty-four (24) months following the date the true-up adjustment is reflected in the ~~Interconnection Customer’s~~Generation Project Developer’s invoice; and (iii) the accounts and records related to the annual inputs to the Formula shall be subject to audit for a period of twelve (12) months following each year’s Formula update in accordance with this Section 3. ~~Interconnection Customer~~Generation Project Developer at its expense shall have the right, during normal

business hours, and upon prior reasonable notice to the other Parties, to audit such accounts and records. Any audit authorized by this Section 3 shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to obligations under this NUFA.

3.7.3.7 Payment True-Up to Actual Costs. A one-time true-up adjustment shall be calculated within one (1) year of the In-Service Date when the ANUC is known and all costs associated with the ENUC have been accounted for. The true-up adjustment will be equal to the difference between payments collected to-date and what the payments to-date would have been if the payments had been calculated using the ANUC. The true-up adjustment, either as a credit due or charge to the ~~Interconnection Customer~~Generation Project Developer, shall be included in the ~~Interconnection Customer's~~Generation Project Developer's next payment due, including interest. Interest on the true-up adjustment will begin to accrue the first day of the month following the In-Service Date and will be determined based on the Commission's regulations at 18 C.F.R. § 35.19a. Transmission Provider will invoice ~~Interconnection Customer~~Generation Project Developer upon determination of the true-up in accordance with this Section 3.7.

4.4. Security

4.1.4.1 Provision of Security; Updating Security Amount. The ~~Interconnection Customer~~Generation Project Developer shall provide a letter of credit from a reasonably acceptable provider, or other form of reasonably acceptable security that names either the Transmission Provider (for the benefit of the ~~Interconnected~~-Transmission Owner) or the ~~Interconnected~~-Transmission Owner as applicable, as the beneficiary in an amount equal to the ENUC (the "Security"). The ~~Interconnection Customer~~Generation Project Developer shall have the option to provide the Security to either the Transmission Provider (for the benefit of the ~~Interconnected~~-Transmission Owner) or the ~~Interconnected~~-Transmission Owner and shall notify all Parties of its election within ten (10) days of receipt of the NUFA from the Transmission Provider. The entity whom the ~~Interconnection Customer~~Generation Project Developer chooses to provide with the Security, either the Transmission Provider (for the benefit of the ~~Interconnected~~-Transmission Owner) or the ~~Interconnected~~-Transmission Owner, shall determine whether the letter of credit or other form of security is reasonably acceptable. The Security shall be provided to Transmission Provider or ~~Interconnected~~-Transmission Owner, as applicable, by ~~Interconnection Customer~~Generation Project Developer pursuant to this Section 4.1 within the later of: (i) forty-five (45) days of the execution of this NUFA by all Parties; (ii) forty-five (45) days of acceptance of this NUFA by FERC if this NUFA is filed unexecuted and the Security is being protested by ~~Interconnection Customer~~Generation Project Developer; or (iii) forty-five (45) days of the date of filing of this NUFA if it is filed unexecuted and the Security is not being protested by ~~Interconnection Customer~~Generation Project Developer. To the extent that the ~~Interconnection Customer~~Generation Project Developer has provided Security under the ISAGIA for any portion of the Network Upgrades covered by the NUFA, the Security required under this NUFA shall be reduced by the amount of Security required under the ISAGIA for such Network Upgrades. Prior to the release of the Security under the ISAGIA for the Network Upgrades by the Transmission Provider, the ~~Interconnection Customer~~Generation Project Developer shall provide additional Security to the ~~Interconnected~~-Transmission Owner or Transmission Provider, as applicable, under this NUFA in an amount that is equal to the amount of Security for the Network Upgrades released under the ISAGIA. The Security provided under the ISAGIA may be

applied to satisfy the Security requirements under the NUFA if the form, terms, and provider of the Security provided under the [ISAGIA](#) allow it. In no event shall ~~Interconnection Customer~~[Generation Project Developer](#) allow Security to lapse between the [ISAGIA](#) and this NUFA. The ~~Interconnection Customer~~[Generation Project Developer](#) must maintain the Security required under this NUFA or the [ISAGIA](#) at all times. Likewise, in no event shall ~~Interconnection Customer~~[Generation Project Developer](#) be required to maintain concurrently the full amount of Security under the [ISAGIA](#) and the full amount of Security under this NUFA. The Security may be adjusted to an amount equal to the ANUC after such time that the one-time true-up adjustment as described in Section 3.7 is completed for each Network Upgrade. The Security shall remain with Transmission Provider or ~~Interconnected~~ Transmission Owner, as applicable, for the remaining months of the Term. At ~~Interconnection Customer's~~[Generation Project Developer's](#) discretion, such Security may be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) of the ANUC of each Network Upgrade on the first anniversary of the In-Service Date of that Network Upgrade and may continue to be reduced by five percent (5%) (or a prorated portion based on the Term of this NUFA, as agreed by the Parties) each year over the Term of this NUFA, provided that any such reduction in the amount of Security must be evidenced to either the Transmission Provider or the ~~Interconnected~~ Transmission Owner, as applicable, in the form of a revised form of Security reasonably acceptable to the ~~Interconnected~~ Transmission Owner.

4.2.4.2 Draws on Security. In the event ~~Interconnection Customer~~[Generation Project Developer](#) fails to make a payment by the Monthly Due Date or Annual Due Date, as applicable, Transmission Provider or ~~Interconnected~~ Transmission Owner, as applicable, shall be entitled to draw on the Security posted by ~~Interconnection Customer~~[Generation Project Developer](#) in the amount of the missed Payments as well as any accrued interest charges based on the Commission's regulations at 18 C.F.R § 35.19a. If ~~Interconnection Customer~~[Generation Project Developer](#) fails to make payment by the Monthly Due Date or Annual Due Date, as applicable, and Security has been depleted, ~~Interconnection Customer~~[Generation Project Developer](#) shall provide to the Transmission Provider (for the benefit of the ~~Interconnected~~ Transmission Owner) or ~~Interconnected~~ Transmission Owner, as applicable based on the election in Section 4.1 new irrevocable security, in a form reasonably acceptable ("New Security") within thirty (30) days of the holder's demand for New Security.

4.3.4.3 Security Requirements. Security shall remain in place until expiration of this NUFA. Any Security provided by ~~Interconnection Customer~~[Generation Project Developer](#) must be kept active, must continue to meet the security requirements of the ~~Interconnected~~ Transmission Owner or the Transmission Provider, as applicable, and must be available to Transmission Provider or ~~Interconnected~~ Transmission Owner, as applicable, for the purpose of making payments under this NUFA in the event that ~~Interconnection Customer~~[Generation Project Developer](#) fails to make such payment. Any fees or costs associated with the provision of security are the responsibility of the ~~Interconnection Customer~~[Generation Project Developer](#).

4.4.4.4 Tax Gross-Up. ~~Interconnection Customer~~[Generation Project Developer](#) acknowledges that the construction of the Network Upgrade(s) under the [ISAGIA](#) could be subject to tax gross-up, as applicable, upon the ~~Interconnection Customer's~~[Generation Project Developer's](#) default under this NUFA and that the Security provided hereunder could be used to cover such obligations.

~~5.5.~~ Breach, Default, and Cross-Default

~~5.1-5.1~~ General. Upon a Breach of this NUFA, the non-breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to all non-breaching Parties. The Breaching Party shall have thirty (30) days from receipt of the notice of Breach within which to cure such Breach; provided, however, if such Breach is not capable of cure within thirty (30) days, the Breaching Party shall commence such cure within thirty (30) days after notice thereof and shall continuously and diligently complete such cure within ninety (90) days from receipt of the notice of Breach. If cured within such time provided by the foregoing, the Breach specified in such notice shall be deemed cured and treated by the Parties as if it had not occurred. If a Breach is not cured as provided in this Section 5.1, or is not capable of being cured within the period provided for herein, the Breaching Party shall be in default under this NUFA.

~~5.2 Interconnection Customer~~5.2 Generation Project Developer Default. ~~Interconnection Customer~~Generation Project Developer shall be in default of this NUFA if ~~Interconnection Customer~~Generation Project Developer: (i) fails to make two (2) consecutive monthly Payments when due or be more than sixty (60) days late in providing an annual payment; provided that, Transmission Provider has given ~~Interconnection Customer~~Generation Project Developer notice of and ~~Interconnection Customer~~Generation Project Developer has failed to cure such late payments consistent with Section 5.1; (ii) fails to provide New Security within thirty (30) days of the demand for New Security consistent with Section 4.2; (iii) terminates operation of its ~~Customer~~Generating Facility prior to the end of the Term of this NUFA; or (iv) is declared to be in Default under its ~~ISA~~GIA. In the event of default, ~~Interconnection Customer~~Generation Project Developer shall promptly pay to Transmission Provider all Payments still owed under this NUFA. In the event that ~~Interconnection Customer~~Generation Project Developer does not promptly pay all amounts due and owing to the Transmission Provider, the Transmission Provider may draw on the remaining balance of the Security provided by the ~~Interconnection Customer~~Generation Project Developer. This payment or draw on the Security does not limit any and all rights and remedies available to the Transmission Provider or ~~Interconnected~~ Transmission Owner allowed by law with respect to such default or collecting all amounts owed for the remaining months due under this NUFA. ~~Interconnection Customer~~Generation Project Developer shall indemnify Transmission Provider and ~~Interconnected~~ Transmission Owner for reasonable costs, attorney fees and/or expenses incurred with respect to a default or collecting all amounts owed for the remaining months, including, as applicable, any tax gross-up obligations under this NUFA.

~~5.3 Interconnected~~5.3 Transmission Owner Default. ~~Interconnected~~ Transmission Owner shall be in default of this NUFA if ~~Interconnection~~ Transmission Owner: (i) fails to provide ~~Interconnection Customer~~Generation Project Developer with any of the information access and audit rights provided in Section 3.6; (ii) such failure is not cured following notice from ~~Interconnection Customer~~Generation Project Developer as provided in Section 5.1; and (iii) such failure has a material adverse effect on ~~Interconnection Customer's~~Generation Project Developer's ability to perform under this NUFA.

~~5.4-5.4~~ Cross-Default. This NUFA is a requirement for Interconnection Service under the PJM Tariff when an ~~Interconnected~~ Transmission Owner has elected to fund the capital

for the Network Upgrades and shall be subject to the terms and conditions of the PJM Tariff, including the rights to termination of Interconnection Service. Notwithstanding anything to the contrary contained in this NUFA, a Breach by ~~Interconnection Customer~~Generation Project Developer of any provision, covenant or other term or condition contained in this NUFA shall be considered a Breach under the ~~Interconnection Customer's ISA~~Generation Project Developer's GIA referenced in the recitals to this NUFA. An event of default by ~~Interconnection Customer~~Generation Project Developer under Section 5.2 hereof shall, after the passage of all applicable notice and cure or grace periods, be considered a default under this NUFA and a default of the ~~Interconnection Customer's ISA~~Generation Project Developer's GIA referenced in the recitals to this NUFA. ~~Interconnected~~ Transmission Owner and Transmission Provider shall be entitled (but in no event required) in an event of such dual Breach or default to apply all rights and remedies available in this NUFA and the ~~ISA~~GIA by reason of a Breach or default.

~~5.5~~5.5 Notice of Default. In the event of a default under ~~Interconnection Customer's ISA~~Generation Project Developer's GIA, Transmission Provider shall provide prompt notice of such default to all affected Transmission Owners that have FERC-filed service agreements with ~~Interconnection Customer~~Generation Project Developer under the PJM Tariff.

~~6.6.~~ Reimbursed Network Upgrades

Following the execution of this NUFA, if the Transmission Provider determines that any portion of the costs of the Network Upgrades covered by this NUFA should be allocated to one or more subsequent ~~Customer~~Generating Facilities ("New Customer(s)"), the Parties shall amend this NUFA and/or enter into new agreements in the form provided in Tariff, Attachment O-2 to reflect ~~Interconnection Customer~~Generation Project Developer and New Customer's (or New Customers') respective responsibility for the remaining costs of the Network Upgrade subject to this NUFA based on the effective date of New Customer's ~~ISA~~GIA.

~~7.7.~~ Assignment

This NUFA shall inure to the benefit of and be binding upon each Party's successors and permitted assigns. No Party shall assign this NUFA or their related contractual rights without the prior written consent of the other Parties, which prior written consents shall be not be unreasonably withheld or delayed; provided that the assignee is at least as creditworthy as the assigning Party and the assignee of the ~~Interconnection Customer~~Generation Project Developer shall provide ~~Interconnected~~ Transmission Owner with Security as contemplated herein; and provided further that ~~Interconnection Customer~~Generation Project Developer shall have the right to assign this NUFA, without the consent of either the Transmission Provider or the ~~Interconnected~~ Transmission Owner, for collateral security purposes to aid in providing financing for the ~~Customer~~Generating Facility, provided that ~~Interconnection Customer~~Generation Project Developer will promptly notify Transmission Provider and ~~Interconnected~~ Transmission Owner of any such assignment. No assignment of this NUFA shall release or discharge any Party from their future obligations hereunder unless all such obligations are assumed by the successor or assignee of that Party in writing.

~~8.8.~~ No Transmission Service

The execution of a NUFA does not constitute a request for transmission service, or entitle ~~Interconnection Customer~~Generation Project Developer to receive transmission service, under Tariff, Part II or Tariff, Part III. Nor does the execution of a NUFA obligate ~~Interconnected~~ Transmission Owner or Transmission Provider to procure, supply or deliver to ~~Interconnection Customer or the Customer~~Generation Project Developer or the Generating Facility any energy, capacity, Ancillary Services or Station Power (and any associated distribution services).

~~9.9.~~ Miscellaneous

~~9.1-9.1~~ Entire Agreement. This NUFA represents the entire agreement among the Parties with reference to payment terms for the Network Upgrade(s) provided by ~~Interconnected~~ Transmission Owner for ~~Interconnection Customer~~Generation Project Developer under the ~~ISAGIA~~. This NUFA may not be amended, modified, or waived other than by a written document signed by all Parties.

~~9.2-9.2~~ Confidentiality

~~9.2.1-9.2.1~~ Definition. Confidential Information under this NUFA shall have the same meaning as provided in the PJM Tariff. Critical Energy/Electric Infrastructure Information (“CEII”) shall have the meaning provided in 18 C.F.R. § 388.113(c)(1)-(2).

~~9.2.2-9.2.2~~ Term. During the Term of this NUFA, and for a period of three (3) years after the expiration or termination of the NUFA, except as otherwise provided in this Section 9.2 or with regard to CEII, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by any other Party. In addition to being treated as Confidential Information hereunder, CEII shall be treated in accordance with Commission policy and regulations.

~~9.2.3-9.2.3~~ Scope. Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this NUFA; or (vi) is required, in accordance with Section 9.2.8, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this NUFA. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties that it no longer is confidential.

~~9.2.4-9.2.4~~ Release of Confidential Information. No Party shall disclose Confidential Information to any other person, except to its Affiliates (limited by the

Commission's Standards of Conduct for Transmission Providers, 18 C.F.R. Part 358), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with ~~Interconnection Customer~~Generation Project Developer, or to potential purchasers or assignees of ~~Interconnection Customer~~Generation Project Developer, on a need-to-know basis in connection with this NUFA, unless such person has first been advised of the confidentiality provisions of this Section 9.2 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 9.2.

~~9.2.5~~9.2.5 Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure. Nothing in this NUFA shall limit or otherwise modify Transmission Provider's rights and obligations with respect to Confidential Information as set forth in the PJM Tariff.

~~9.2.6~~9.2.6 No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

~~9.2.7~~9.2.7 Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this NUFA or its regulatory requirements.

~~9.2.8~~9.2.8 Order of Disclosure. If a Governmental Authority with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this NUFA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

~~9.2.9~~9.2.9 Termination of Agreement. Upon termination of this NUFA for any reason, each Party shall, within ten (10) days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party.

~~9.2.10~~9.2.10 Remedies. The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's breach of its obligations under this Section 9.2. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party breaches or threatens to breach its obligations under this Section 9.2, which equitable relief shall be granted without bond or proof of damages, and the breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 9.2, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 9.2.

~~9.2.11~~9.2.11 Disclosure to FERC or its Staff. Notwithstanding anything in this Section 9.2 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this NUFA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this NUFA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this NUFA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

~~9.2.12~~9.2.12 Competitively Sensitive Information. Subject to the exception in Section 9.2.11, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this NUFA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this NUFA or as the Regional Transmission Organization including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this Section 9.2.12, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

~~9.3~~9.3 Regulatory Approval. This NUFA and its terms shall be subject to approval, if applicable, by the Commission. This NUFA and its terms shall also be subject to, as applicable, the PJM Tariff.

~~9.4~~9.4 Force Majeure.

~~9.4.1~~9.4.1 Notice. A Party that is unable to carry out an obligation imposed on it by this NUFA due to Force Majeure shall notify the other parties in writing or by telephone within a reasonable time after the occurrence of the cause relied on.

~~9.4.2~~9.4.2 Duration of Force Majeure. A Party shall not be responsible, or considered to be in Breach or default under this NUFA, for any failure to perform any obligation hereunder to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other parties.

~~9.4.3~~9.4.3 Obligation to Make Payments. Any Party's obligation to make payments for services shall not be suspended by Force Majeure.

~~9.4.4~~9.4.4 Definition of Force Majeure. For purposes of this section, an event of Force Majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of due diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it has been unable to overcome. Force Majeure does not include (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

~~9.5~~9.5 Disputes. Any dispute hereunder shall be referred to senior representatives of each Party. If the senior representatives are not able to resolve the dispute within thirty (30) days, the dispute resolution procedures of Tariff, Part I section 12 and Tariff, Part IV, section 40 shall apply to the resolution of any dispute hereunder.

~~9.6~~9.6 Reservation of Rights. Nothing in this NUFA shall limit the rights of the Parties or of FERC under Section 205 and 206 of the Federal Power Act and FERC's rules and regulations thereunder.

~~9.7~~9.7 Liability. A party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this NUFA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in the PJM Tariff. The provisions set forth in the

PJM Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this NUFA, regardless of whether the obligation is preceded by a specific directive.

~~9.8-9.8~~ Governing Law. This NUFA is governed by and shall be construed in accordance with laws of the State of Delaware, without regard for any principles of conflicts of laws.

~~9.9-9.9~~ No Waiver. It is mutually understood that any failure by Transmission Provider or ~~Interconnected~~ Transmission Owner or inconsistency to enforce or require the strict keeping and performance by ~~Interconnection Customer~~ Generation Project Developer of any of the provisions of this NUFA shall not constitute a waiver by Transmission Provider or ~~Interconnected~~ Transmission Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Transmission Provider or ~~Interconnected~~ Transmission Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in this NUFA shall not affect the validity of this NUFA as a whole or the validity or any other provisions therein.

~~9.10-9.10~~ Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NUFA. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

~~10-10~~ Notice

~~10.1-10.1~~ General. Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address specified in Section 10.2. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

~~10.2-10.2~~ Contacts. Any Party may update its contact information by providing notice to the other Parties in accordance with Section 10.1.

~~Interconnected~~ Transmission Owner

[Name]

[Company or Organization]

[Business Address]

[City, State Zip]

[Email]

~~Interconnection Customer~~ Generation
Project Developer

[Name]
[Company or Organization]

[Business Address]
[City, State Zip]
[Email]

Transmission Provider

[Name]
PJM Interconnection, L.L.C.

2750 Monroe Blvd
Audubon, PA 19403
[Email]

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Transmission Provider, ~~Interconnection Customer and Interconnected~~Generation Project Developer and Transmission Owner have caused this NUFA to be executed by their respective authorized officials.

(PJM Queue Position #____)

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

By: _____
Printed Name Title Date

~~Interconnection Customer~~Generation Project Developer: [Name of Party]

By: _____
Printed Name Title Date

~~Interconnected~~ Transmission Owner:

By: _____
Printed Name Title Date

[Signature Page to Network Upgrade Funding Agreement](#)

Schedule A

Network Upgrade Facilities

Schedule B

Formula Rate Exhibit

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

PJM TO @ 21% FIT
Schedule B

Levelized Fixed Charge Rate Calculation with Deferred Recovery
(Blank Template)

Project Name: 20XX Network Upgrade project

Description 20XX Network Upgrade project

Cost Year: 20XX Actual True-up

Estimated or Actual Cost and ISD: Actual cost; Actual ISD 6/1/20XX

Rate Recovery Period: June 1, 20XX thru May 31, 20XX

Levelized Fixed Charge Computation:

Initial Network Upgrade Capital Cost		\$0
Levelized FCR with Deferred Recovery	(Line 57)	0.0000%
Annual Network Upgrade Charge	(Line 19 x Line 20)	\$0
Monthly Payment	(Line 21 / 12)	\$0

Fixed Charge Rate Calculation:

Investment	(Line 19)	0
PW Federal Tax Depreciation	[Line 109, Col (f)]	0
Applicable federal tax rate	(Line 64)	0.00%
PW Federal Tax Benefit	(Line 28 x Line 29)	0

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

31			
32	PW State Tax Depreciation	[Line 109, Col (g)]	0
33	Applicable state tax rate	(Line 65)	0.00%
34	PW State Tax Benefit	(Line 32 x Line 33)	0
35			
36	PW Tax Benefit	(Line 30 + Line 34)	0
37	Present Worth Cashflow	(Line 26 - Line 36)	0
38	Revenue Conversion Factor	[1/(1 - Line 63)]	1.0000
39	Present Worth Revenue Requirement	(Line 37 x Line 38)	0
40			
41	In Service Date		6/1/2021
42	Recovery Start Date		6/1/2021
43	Deferral Days (February counted as 28 days)		0
44	Deferral Annualization Factor (based on 365 days)	(Line 43/365)	0.0000%
45	Discount Rate per Year	(Line 75)	0.0000%
46	Deferral Factor	{[(1+Line 45)^Line 44] - 1}	0.0000%
47	Deferral Adjustment	(Line 39 x Line 46)	0
48			
49	Present Worth with Deferred Recovery	(Line 39 + Line 47)	0
50			
51	Recovery Period (RP)		20
52	Annualization Factor	$\{ i [(1+i)^{RP}] \} / \{ [(1+i)^{RP}] - 1 \}$	0.0000%
53		(where RP is Line 51, and i is Line 45)	
54			
55	Levelized Amount	(Line 49 x Line 52)	0
56			
57	Levelized Fixed Charge Rate (FCR)	(Line 55 / Line 26)	0.0000%
58			
59			

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

60 Project Name: 20XX Network Upgrade project

61

62 Inputs from Formula Rate True-up Filing

63 Combined Tax Rate 0.00%

64 Applicable Federal Income Tax Rate 0.00%

65 Applicable State Income Tax Rate 0.00%

66

67

68	Capital Structure	Amount	Weight	Cost	Weighted Cost
----	-------------------	--------	--------	------	---------------

69

70	Long-Term Debt	0	0.00%	0.00%	0.0000%
----	----------------	---	-------	-------	---------

71	Preferred Stock	0	0.00%	0.00%	0.0000%
----	-----------------	---	-------	-------	---------

72	Common Equity	0	0.00%	0.00%	0.0000%
----	---------------	---	-------	-------	---------

73	Total Capitalization	0	0.00%		0.0000%
----	----------------------	---	-------	--	---------

74

75	Discount Rate		(Line 73 - (Line 63 x Line 70))		0.0000%
----	---------------	--	---------------------------------	--	---------

76

77

78

79

80 MACRS Depreciation Rates with Bonus Depreciation Option:

81

82	(a)	(b)	(c)	(d)	(e)	(f)	(g)
----	-----	-----	-----	-----	-----	-----	-----

83	Year	MACRS	MACRS	State	Present	Present	Present
----	------	-------	-------	-------	---------	---------	---------

84		Rates	Depr	Depr	Worth	Worth	Worth
----	--	-------	------	------	-------	-------	-------

85					Factor	Federal Tax	State Tax
----	--	--	--	--	--------	-------------	-----------

86					$1/(1+i)^n$	Depreciation	Depreciation
----	--	--	--	--	-------------	--------------	--------------

87

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

88	Base	(Line 19)	\$0	\$0			
89	1	0.00%	0		1.000000	0	
90	Remaining Base	(Line 88-Line 89)	0.0				
91							
92	1	5.00%	0	0	1.000000	0	0
93	2	9.50%	0	0	1.000000	0	0
94	3	8.55%	0	0	1.000000	0	0
95	4	7.70%	0	0	1.000000	0	0
96	5	6.93%	0	0	1.000000	0	0
97	6	6.23%	0	0	1.000000	0	0
98	7	5.90%	0	0	1.000000	0	0
99	8	5.90%	0	0	1.000000	0	0
100	9	5.91%	0	0	1.000000	0	0
101	10	5.90%	0	0	1.000000	0	0
102	11	5.91%	0	0	1.000000	0	0
103	12	5.90%	0	0	1.000000	0	0
104	13	5.91%	0	0	1.000000	0	0
105	14	5.90%	0	0	1.000000	0	0
106	15	5.91%	0	0	1.000000	0	0
107	16	2.95%	0	0	1.000000	0	0
108							
109	Total		0	0		0	0
110							
111	Footnote:						
112	Use Line 89 if bonus depreciation is applicable						
113							

[Different first page link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

[Link-to-previous setting changed from on in original to off in modified.]

Return \ Capitalization Calculations From Transmission Formula Rate True-up Filing

Line or						
	Note				Cap Limit	
				Response	%	
	Does the formula rate template include a Capital Structure Equity Limit (Cap)? (Yes or No)			No		
			Cap Limit	Cost		
		Actual	%	(Note "X")	Weighted	
		\$ %	%			
Long Term Debt		0 0.00%	0.00%	0.0000	0.0000	=WCLTD
Preferred Stock		0 0.00%	0.00%	0.0000	0.0000	
Common Stock		0 0.00%	0.00%	0.0000	0.0000	
Total Capitalization (Sum Lines to)		0			0.0000	=R

Income Tax Rates From Transmission Formula Rate True-up Filing

FIT =	0.00%
SIT=	0.00%
p =	0.00%
INCOME TAXES	
T=1 - {[(1 - SIT) * (1 - FIT)] / (1 - SIT * FIT * p)} =	0.00%

[Link-to-previous setting changed from on in original to off in modified.]

[Different first page link-to-previous setting changed from on in original to off in modified.]
[Link-to-previous setting changed from on in original to off in modified.]

Notes:

[Different first page link-to-previous setting changed from on in original to off in modified.]
[Link-to-previous setting changed from on in original to off in modified.]