

**Firm Transmission Feasibility Study:**

A study conducted by the Transmission Provider in accordance with Section 36.4 of the Tariff.

**Upgrade Feasibility Study:**

A study conducted by the Transmission Provider in accordance with Section 36.3 of the Tariff.

### **19.3 Initial Study Procedures:**

Upon receipt of an executed Initial Study Agreement, the Transmission Provider will use due diligence to complete the required Initial Study within a sixty (60) day period. The Initial Study shall generally assess any system constraints to evaluate whether the Transmission System has sufficient available capability to provide the requested service. In the event that the Transmission Provider is unable to complete the required Initial Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed Initial Study and related work papers shall be made available to the Eligible Customer as soon as the Initial Study is complete. The Transmission Provider will use the same due diligence in completing the Initial Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Initial Study whether a ~~System Impact~~Firm Transmission Feasibility Study will be needed to more fully assess and identify the Network Upgrades and/or Local Upgrades that will be needed to accommodate all or part of the Eligible Customer's request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that Transmission Provider determines that a ~~System Impact~~Firm Transmission Feasibility Study will be needed, the procedures and other terms of Parts IV and VI shall apply to the Completed Application.

### **19.4 Retaining Queue Position:**

Except when the Transmission Provider determines that a ~~System Impact~~Transmission Service Feasibility Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of the completed Initial Study, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, or the Completed Application shall be deemed terminated and withdrawn.

### **19.8 Penalties for Failure to Meet Deadlines:**

Sections 19.3, [36.4](#), 205, and 206 require a Transmission Provider to use due diligence to meet study completion deadlines for Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies, and Facilities Studies for Eligible Customers. (i) The Transmission Provider is required to file a notice with the Commission in the event that more than twenty (20) percent of non-Affiliates' Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies, and Facilities Studies for Eligible Customers completed by the Transmission Provider in any two consecutive calendar quarters are not completed within the completion deadlines, consistent with sections 19.3, [36.4](#), 205, and 206. Such notice must be filed within thirty (30) days of the end of the calendar quarter triggering the notice requirement.

(ii) For the purposes of calculating the percent of non-Affiliates' Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies, and Facilities Studies for Eligible Customers processed outside of the study completion deadlines set forth in sections 19.3, [36.4](#), 205, and 206 for such studies for Eligible Customers, the Transmission Provider shall consider all Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies, and Facilities Studies for Eligible Customers that it completes for non-Affiliates during the calendar quarter. The percentage should be calculated by dividing the number of those studies which are completed on time by the total number of completed studies. The Transmission Provider may provide an explanation in its notification filing to the Commission if it believes there are extenuating circumstances that prevented it from meeting the study completion deadlines.

(iii) The Transmission Provider is subject to an operational penalty if it completes ten (10) percent or more of non-Affiliates' Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies, and Facilities Studies for Eligible Customers outside of the study completion deadlines set forth in sections 19.3, [36.4](#), 205, and 206 for such studies for Eligible Customers, for each of the two calendar quarters immediately following the quarter that triggered its notification filing to the Commission. The operational penalty will be assessed for each calendar quarter for which an operational penalty applies, starting with the calendar quarter immediately following the quarter that triggered the Transmission Provider's notification filing to the Commission. The operational penalty will continue to be assessed each quarter until the Transmission Provider completes at least ninety (90) percent of all non-Affiliates' Initial Studies, [Firm Transmission Feasibility Studies](#), System Impact Studies and Facilities Studies for Eligible Customers within the study completion deadlines, set forth in sections 19.3, [36.4](#), 205, and 206 for such studies for Eligible Customers.

(iv) For penalties assessed in accordance with subsection (iii) above, the penalty amount for each Initial Study, [Firm Transmission Feasibility Studies](#), System Impact Study, or Facilities Study for Eligible Customers shall be equal to \$500 for each day the Transmission Provider takes to complete that study beyond the study completion deadline.

### 32.3 Initial Study Procedures:

Upon receipt of an executed Initial Study Agreement, the Transmission Provider will use due diligence to complete the required Initial Study within a sixty (60) day period. The Initial Study shall generally assess any system constraints to evaluate whether the Transmission System has sufficient capability to provide the requested service and redispatch options, additional Direct Assignment Facilities or Network Upgrades required to provide the requested service. In the event that the Transmission Provider is unable to complete the required Initial Study within such time period, it shall so notify the Eligible Customer and provide an estimated completion date along with an explanation of the reasons why additional time is required to complete the required studies. A copy of the completed Initial Study and related work papers shall be made available to the Eligible Customer as soon as the Initial Study is complete. The Transmission Provider will use the same due diligence in completing the Initial Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Initial Study whether a ~~System Impact~~ Firm Transmission Feasibility Study will be needed to more fully assess and identify the Network Upgrades and/or Local Upgrades that will be needed to accommodate all or part of the request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that a Firm Transmission Feasibility ~~System Impact~~ Study will be needed, the procedures and other terms of Parts IV and VI shall apply to the Completed Application.

### 32.4 Retaining Queue Position:

Except when the Transmission Provider determines that a ~~System Impact~~ Firm Transmission Feasibility Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of the completed Initial Study, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.

### 32.5 Penalties for Failure to Meet Study Deadlines:

Section 19.8 defines penalties that apply for failure to meet the study completion due diligence deadlines for Initial Studies, Firm Transmission Feasibility Studies, System Impact Studies, and Facilities Studies for Eligible Customers. These same requirements and penalties apply to service under Part III of the Tariff.

#### **IV. INTERCONNECTIONS WITH THE TRANSMISSION SYSTEM**

References to section numbers in this Part IV refer to sections of this Part IV, unless otherwise specified.

##### **Preamble**

An Interconnection Customer that proposes to (i) interconnect a generating unit to the Transmission System in the PJM Region, (ii) increase the capacity of a generating unit in the PJM Region, (iii) interconnect Merchant Transmission Facilities with the Transmission System, (iv) increase the capacity of existing Merchant Transmission Facilities interconnected to the Transmission System, or (v) interconnect a generating unit to distribution facilities located in the PJM Region that are used for transmission of power in interstate commerce, and to make wholesale sales using the output of the generating unit shall request interconnection with the Transmission System pursuant to, and shall comply with, the terms, conditions, and procedures set forth in Part IV of the Tariff. Subpart G of Part IV of the Tariff and related portions of the PJM Manuals apply to Interconnection Requests involving new Small Generation Resources or increases of 20 MW or less to the capability of existing generation resources over any consecutive 24-month period. Upgrade Customers that propose Upgrade Requests seeking Incremental Auction Revenue Rights, as well Eligible Customers shall also comply with, the terms, conditions, and procedures set forth in Part IV of the Tariff. Part VI of the Tariff contains procedures, terms and conditions governing the Transmission Provider's administration of the New Services Queue, System Impact Studies and Facilities Studies of Interconnection Requests (as well as other New Service Requests), and agreements related to such studies and Interconnection Service. Each Interconnection Customer must pay for any Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate the requested interconnection.

**36.1.2 No Applicability to Transmission Service:**

Nothing in this Part IV shall constitute a request for transmission service, with the exception of requests processed under Section 36.4, or confer upon an Interconnection Customer any right to receive transmission service, under Part II or Part III.

### **36.3 Upgrade Feasibility Study**

After receiving a signed Upgrade Request, pursuant to Attachment EE of the PJM Tariff, seeking Incremental Auction Revenue Rights and the applicable deposit of \$20,000, the Transmission Provider shall conduct an Upgrade Feasibility Study to make a preliminary determination of the type and scope of any Local Upgrades or Network Upgrades that will be necessary to accommodate the Upgrade Request and provide the Upgrade Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Upgrade Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Upgrade Feasibility Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall provide a copy of the Upgrade Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Upgrade Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall make the completed Upgrade Feasibility Study publicly available. The Transmission Provider shall conduct Upgrade Feasibility Studies two times each year in conjunction with the Interconnection Feasibility Studies conducted under Section 36.2.

**36.4 Firm Transmission Feasibility Study:**

After receiving a signed Transmission Service Feasibility Study Agreement and the applicable deposit of \$20,000, the Transmission Provider shall conduct a Firm Transmission Service Feasibility Study to make a preliminary determination of the type and scope of and Direct Assignment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Completed Application and provide the Eligible Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Eligible Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Transmission Service Feasibility Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall provide a copy of the Transmission Service Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Eligible Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall make the completed Transmission Service Feasibility Study publicly available. The Transmission Provider shall conduct Transmission Service Feasibility Studies two times each year in conjunction with the Interconnection Feasibility Studies conducted under Section 36.2.

**36.4.1 Meeting with Transmission Provider:**

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

**200 Applicability:**

Part VI of the Tariff applies (a) to an Interconnection Request, upon the Transmission Provider's determination in an Interconnection Feasibility Study that a System Impact Study is needed to evaluate the facilities required to accommodate the requested interconnection; (b) to a Completed Application for new transmission service, upon the Transmission Provider's determination in an ~~Initial Firm Transmission Feasibility~~ Study that a System Impact Study is needed to evaluate the facilities required to provide the requested service; and (c) to Upgrade Requests, upon the Transmission Provider's receipt of a completed request containing all applicable information in the form required by Attachment EE to the Tariff in which a customer is seeking to propose a Merchant Network Upgrade or to advance construction of Regional Transmission Expansion Plan project; and (d) to Upgrade Requests seeking Incremental Auction Revenue Rights, upon the Transmission Owner's determination in an Transmission Interconnection Feasibility Study that a System Impact Study is needed to evaluate the facilities required to accommodate the Transmission Interconnection Request. Notwithstanding the foregoing sentence, however, the provisions of Subpart G of Part IV shall govern with respect to Generation Interconnection Requests that involve (i) proposed new generation resources having capability of 20 MW or less, or (ii) increases of 20 MW or less to the capability of existing generation resources, except where, and only to the extent, otherwise expressly provided herein.

**204.1 Completed Applications:**

After completing an ~~Initial~~ Firm Transmission Feasibility Study regarding a Completed Application for new transmission service, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is required to accommodate the requested transmission service. If the Transmission Provider determines that a System Impact Study is necessary to accommodate the requested service, it shall so inform the Eligible Customer as soon as practicable. In such cases, the Transmission Provider shall, upon completion of the ~~Initial~~ Firm Transmission Feasibility Study, tender a System Impact Study Agreement pursuant to which the Eligible Customer shall agree to reimburse the Transmission Provider for the required System Impact Study. For a Completed Application to retain its Queue Position, the Eligible Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider within thirty (30) days, and (ii) shall pay the Transmission Provider a \$50,000 deposit which will be applied to the Eligible Customer's study cost responsibility. If the Eligible Customer elects not to execute the System Impact Study Agreement, its Completed Application shall be deemed terminated and withdrawn, and its deposit provided pursuant to Section 17.3 shall be returned, with interest.

## 204.2 Upgrade Requests:

### 204.2.1 Upgrade Requests pursuant to Section 7.8 of Schedule 1 of the Operating Agreement

Upon completion of the Upgrade Feasibility Study, the Transmission Provider shall tender to the affected Upgrade Customer a System Impact Study Agreement. For an Upgrade Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Upgrade Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Upgrade Feasibility Study costs exceeding the Upgrade Feasibility Study deposit fee contained in Sections 36.3 of the Tariff, if any, and (iii) shall pay the Transmission Provider a deposit of \$50,000. If a terminated and withdrawn Upgrade Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.

~~After receiving an Upgrade Request pursuant to Section 7.8 of Schedule 1 of the Operating Agreement, the Transmission Provider shall determine on a non-discriminatory basis whether a System Impact Study is required to evaluate the request. If the Transmission Provider determines that a System Impact Study is necessary, it shall so inform the Upgrade Customer as soon as practicable. In such cases, the Transmission Provider shall, within thirty (30) days of receipt of a valid and complete Upgrade Request, tender a System Impact Study Agreement pursuant to which the Upgrade Customer shall agree to reimburse the Transmission Provider for the required System Impact Study. For an Upgrade Request to retain its Queue Position, the Upgrade Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider within thirty (30) days, and (ii) the Transmission Provider shall apply the \$50,000 deposit supplied with the Upgrade Request towards the Upgrade Customer's study cost responsibility. If the Upgrade Customer elects not to execute the System Impact Study Agreement, its Upgrade Request shall be deemed terminated and withdrawn.~~

### 204.2.2 Upgrade Requests for Merchant Network Upgrades

After receiving an Upgrade Request for a Merchant Network Upgrade, the Transmission Provider shall acknowledge receipt of the Upgrade Request, pursuant to Section 204.2.2.1. The Transmission Provider shall determine whether the Upgrade Request includes: (i) the substation or transmission line or lines where the upgrade(s) will be made; (ii) the nominal capability or increase in capability (in MW or MVA) of the proposed Merchant Network Upgrade; and (iii) the planned date the proposed Merchant Network Upgrade will be in service, such date to be no more than seven (7) years from the date the request is received by the Transmission Provider, unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Network Upgrade will take more than seven (7) years.

The Transmission Provider shall maintain on the Transmission Provider's website a list of all Upgrade Requests that identifies (A) in megawatts the potential nominal capability or increase in capability; (B) the station or transmission line or lines where the upgrade(s) will be made; (C) the proposed in-service date; (D) the status of the Upgrade Request, including its Queue Position; (E) the availability of any studies related to the Upgrade Request; (F) the date of the Upgrade

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Request; and (G) for each Upgrade Request that has not resulted in a completed upgrade, an explanation of why it was not completed. This list will not disclose the identity of the Interconnection Customer, except as otherwise provided in Part VI of the Tariff. The list and the priority of Upgrade Requests shall be included on the website as part of the New Services Queue.

#### **204.2.2.6 System Impact Study Agreement**

Upon the Transmission Provider assigning the Upgrade Request a Queue Position per Section 204.2.2, for Upgrade Requests proposing Merchant Network Upgrades, and, if required, completing a scoping meeting per Section 204.2.2.3, Transmission Provider shall tender a System Impact Study Agreement. For an Upgrade Request associated with a Merchant Network Upgrade request to retain its Queue Position, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider within thirty (30) days, and (ii) the \$50,000 deposit provided with Attachment EE will be applied to the Interconnection Customer's study cost responsibility. If the Interconnection Customer elects not to execute the System Impact Study Agreement, its Upgrade Request shall be deemed terminated and withdrawn. Any remaining Attachment EE deposit will be refunded.