UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Fresh Air Energy II, LLC ) Docket No. ER19-1801-000

MOTION TO INTERVENE AND
PROTEST OF PJM INTERCONNECTION, L.L.C.


I. MOTION FOR LEAVE TO INTERVENE

PJM is a Commission-approved Regional Transmission Organization and Independent System Operator\(^1\) responsible for coordinating the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. PJM is a Transmission Provider under, and the administrator of, the Tariff, and is responsible for the administration and operation of the PJM Interchange Energy Market and Reliability Pricing

Model capacity market and for coordinating the operation and planning of the bulk power system in the PJM Region.  

In the Petition, Fresh Air requests a waiver of certain provisions in the Tariff. As the administrator of the Tariff, PJM has a direct and substantial interest in this proceeding, which interest cannot be adequately represented by any other party. Therefore, the Commission should grant PJM intervenor status in this proceeding.

II. COMMUNICATIONS

Correspondence and communications concerning this submission should be directed to:

Craig Glazer  
Vice President–Federal Government Policy  
PJM Interconnection, L.L.C.  
1200 G Street, N.W, Suite 600  
Washington, D.C. 20005  
(202) 423-4743  
craig.glazer@pjm.com

Alejandro Bautista  
Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403  
(610) 635-3447  
alejandro.bautista@pjm.com

III. BACKGROUND

On September 18, 2018, Fresh Air submitted a Generation Interconnection Feasibility Study Agreement, a form of which is contained in Tariff, Attachment N (“Feasibility Study Agreements”), to PJM for Queue No. AE1-135 (the “Project”). The Feasibility Study Agreement associated with the Project identified Fresh Air’s plan to construct a solar and storage facility. The Project moved through the PJM study process. On January 31, 2019, PJM sent Fresh Air a Feasibility Study Report and a System Impact Study Agreement for Queue No. AE1-135. The AE1-135 Cover Letter informed Fresh Air that, pursuant to Tariff, Part VI, section

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2 Capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Tariff.
3 Petition at p. 1.
5 See Letter from Robert Price, Senior Lead Engineer, Interconnection Projects, PJM to Ecoplexus, Inc. (Jan. 31, 2019) (the “AE1-135 Cover Letter”) attached as Attachment A.
204.3, the executed System Impact Study Agreement, necessary deposit, and electrical data information must be returned to PJM for the Project by a specified deadline—March 4, 2019—in order for the Project to maintain its queue position. The AE1-135 Cover Letter further directed Fresh Air to Queue Point, PJM’s online portal that allows users to enter data for Tariff, Attachments N, S, and EE Feasibility Study data, Impact Study data and As-Built Facility data, and enter data for Tariff, Attachment Y and BB, in order to access the Impact Study data form.

PJM acknowledges that Fresh Air provided the required deposit amount and the executed System Impact Study Agreement for the Project on February 28, 2019. PJM also confirms that Fresh Air did not submit the required electrical data sheets for the Project until March 13, 2019—nine days after the March 4, 2019 deadline for the Project. However, PJM disputes that Fresh Air had “previously . . . provided [PJM all of the machine modeling data] during the Feasibility Study process . . . ,” as discussed in more detail below. Because the Project was withdrawn at the time that Fresh Air submitted its data on March 13, 2019, PJM did not analyze the data to determine whether it was deficient pursuant to Tariff, Part VI, section 204.3.

On March 15, 2018, PJM informed Fresh Air that without evidence that Fresh Air had submitted the required electrical data timely, PJM would withdraw the Project. On March 19,
2019, PJM formally withdrew the Project from the queue\(^{12}\) and Fresh Air informed PJM that it would seek a waiver of Tariff, Part VI, section 204.3 from the Commission.\(^{13}\) On May 7, 2019, more than two months since the electrical data was due on March 4, 2019 and seven weeks after PJM formally withdrew the Project from the queue on March 19, 2019, Fresh Air filed the Petition seeking a waiver of Tariff, Part VI, section 204.3.

**IV. PROTEST**

PJM requests that the Commission deny Fresh Air’s Petition because it fails to satisfy the Commission’s criteria for granting tariff waivers: (1) the underlying error was made in good faith; (2) the waiver was of limited scope; (3) a concrete problem needed to be remedied; and (4) the waiver did not have undesirable consequences, such as harming third parties.\(^{14}\) The Commission denies waiver requests where the public utility requesting the waiver fails to satisfy any of the above-stated criteria.\(^{15}\) In this case, as explained below, Fresh Air’s Petition fails to satisfy the criteria for granting a waiver because granting the Petition will cause harm to third parties. To clarify the record, PJM also provides an explanation below regarding the differences between the data required at the Feasibility Study phase and the data required at the System Impact Study phase.

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\(^{12}\) See Email from Marcie Gritmon, Administrator, Interconnection Projects, PJM to Shawn Grimsley, Interconnection Project Manager, Ecoplexus, Inc. (Mar. 19, 2019), attached as Attachment E.

\(^{13}\) See Email from Mike Wallace, Vice President, Southeast Development, Ecoplexus, Inc. to Robert Price, Interconnection Project Manager, PJM, et al. (Mar. 19, 2019), attached as Attachment F.


A. Granting Fresh Air’s Waiver Request Harms Third Parties.

Granting the Petition and reinstating Queue No. AE1-135 will cause harm to third parties. Through the Project, Fresh Air proposes to interconnect a solar and storage generating facility to the Transmission System. The constructed facility would have a capability of 200 MW, with PJM recognizing 120 MW of this output as Capacity. The Project contributes to more than fifty violations in the AE1 Queue System Impact Study analysis and AE2 Queue Feasibility Study analysis.

One such violation is an overload on the Locks to Harrowgate 230 kV line. The overload will require reconductoring the line, the cost of which is estimated to be $6,000,000. With Queue No. AE1-135 reinstated, Queue Nos. AE1-173 and AE1-249 are required, in accordance with PJM’s cost allocation rules,\(^\text{16}\) to fund the upgrade\(^\text{17}\) and, because Queue No. AE1-173 would be the first project to cause the overload, it would be responsible for providing the full amount of the required security, $6,000,000, at the time that Queue No. AE1-173 executes its Interconnection Service Agreement. As a result of Queue No. AE1-135’s withdrawal from the queue, however, Queue No. AE1-173 does not bear any cost responsibility for the upgrade.\(^\text{18}\) Queue No. AE1-173, thus, would clearly be harmed by reinstating Queue No. AE1-135. Given the number of violations to which Queue No. AE1-135 contributes, it is probable that various

\(^\text{16}\) See PJM Tariff, Part VI, § 217. See also PJM Manual 14A Generation and Transmission Interconnection Process, Attachment B, PJM Interconnection, L.L.C. (July 26, 2018), http://pjm.com/-/media/documents/manuals/m14a.ashx. PJM allocates costs of network upgrades to projects in its generation interconnection queues based upon a number of factors, including which project or projects trigger the need for the upgrade and other projects’ contributions to violations.

\(^\text{17}\) Queue No. AE1-173 would be responsible for $2,163,522.01 of the estimated upgrade cost.

\(^\text{18}\) Instead, at this point in time, Queue No. AE1-249 would bear the full responsibility of funding the upgrade; however, because Queue No. AE1-249 puts the overload just over 100%, at 100.42%, the upgrade may ultimately not even be required if (1) Queue No. AE1-249 reduces its output enough to cause the overload to drop below 100%, pursuant to Tariff, Part IV, 36.2.A.1 or (2) any other earlier project in the geographic area withdraws from the queue or reduces its output. Additionally, to the extent projects in queues subsequent to the AE1 queue contribute to the overload, such projects would share in the cost of the upgrade in accordance with Tariff, Part VI, section 219.
other parties are also tangibly harmed by reinstating the Project. The Commission should deny the Petition because of the aforementioned adverse impact reinstating the Project would have on such third party.

Moreover, the delay from the date PJM withdrew the Project from the queue to the date Fresh Air filed the petition, in it of itself, has a negative impact to the queue management process. As previously indicated, more than two months since the electrical data was due (on March 4, 2019) and seven weeks after PJM formally withdrew the Project from the queue (on March 19, 2019) passed before Fresh Air even submitted the Petition, and it is unclear when the Commission will ultimately issue an order granting or denying the waiver. If the Commission grants the Petition, it will adversely impact the queue process. Reinserting projects into the queue this far along into the process challenges PJM and its Transmission Owners to meet target date requirements in the PJM Tariff and can cause a cascading effect on the Facilities Study process.

Further, the queue would be in a constant state of instability because granting the Petition would signal that the deadlines in the Tariff for submission of data, and presumably executed study agreements and deposits, are meaningless and an Interconnection Customer could seek and obtain a waiver at potentially any undefined future point in time, no matter how long after the missed Tariff deadline, and regardless of the impact on the interconnection queue. Granting the waiver request will result in unfair treatment as compared to other similarly-situated PJM Interconnection Customers whose projects were withdrawn from the queue for failing to comply

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19 PJM is in the process of conducting System Impact Studies for the AE1 Queue and, therefore, is unable to know the full extent of the harm that would be caused by reinstating AE1-135 at this time.
20 The System Impact Study is based upon a dynamic progression model. Therefore, PJM needs adequate time to evaluate changes, such as reinstating queue projects, in order to reduce delays to the System Impact Study process timeline for Interconnection Customers in a particular queue study group.
21 In addition to the machine modeling data, Tariff, Part VI, section 204.3 requires submittal of executed System Impact Study Agreement and payment of a deposit, among other requirements.
with the Tariff, but did not also seek a waiver from the Commission—relying instead upon the deadlines established pursuant to the Tariff.22 23

The precedent set by granting the Petition will undoubtedly result in additional untimely waiver requests considering the number of queue projects withdrawn from the queue because of late and/or deficient submittals during the various study phases. In fact, Fresh Air’s Petition is an example of such behavior as it promptly followed the Commission’s grant of a petition from another Interconnection Customer also seeking waiver of Tariff, Part VI, section 204.3 in the same AE1 Queue.24 Granting such waiver requests will further erode the Tariff deadlines, which would certainly result in PJM missing additional study targets, particularly if the waiver request is granted well after the deadline for submission of the required information, as would be the case for this Petition. Granting the Petition and refusing to enforce the Tariff deadlines, in turn, will introduce uncertainty into PJM’s administration of its planning queues.

Indeed, the Commission has previously denied similar waiver requests because granting such a request “…could have broad ramifications, by allowing waiver of Tariff provisions based on nothing more than an applicant’s bare claim of administrative oversight, and by granting waiver over the objections of the public utility whose tariff is being waived ….”25 Fresh Air’s situation is not the type of extraordinary, rare, or discrete circumstances that warrants a waiver. Thus, the Commission should further deny the waiver because of the adverse impact Fresh Air’s

22 Fresh Air cites to PJM Tariff, Part VI, section 204.3 to support its argument that Fresh Air’s Petition is requesting only a slightly modified procedural requirement by allowing its data to be submitted nine days after the March 4, 2019 deadline because section 204.3 allows Interconnection Customers that did provide the required data on time an additional 10 Business Days to cure any data deficiencies identified by PJM. Such an argument presumes that Fresh Air’s late submitted data for the Projects is not deficient. As stated above, because Fresh Air failed to submit its data for the Project on time, PJM has not analyzed any of the data related to the Project.
23 Twenty-seven projects have been withdrawn from the AE1 Queue for failure to meet a Tariff deadline. Some of these projects may have had no intention to continue through the queue process.
24 See Ameresco, Inc., 167 FERC ¶ 61,077 (April 26, 2019). Fresh Air cites to the Commission’s order in Ameresco, Inc. on the very first page of the Petition. See Petition at p. 1.
failure to act promptly in seeking the waiver would have on other parties, including other projects in the queue and PJM, and on the integrity of the queue process.

B. The data Fresh Air submitted to PJM at the Feasibility Study phase does not meet the requirements for data required to be submitted for the System Impact Study phase.

As referenced above, Fresh Air indicates that it had “previously . . . provided [PJM all of the machine modeling data] during the Feasibility Study process . . . .” Fresh Air, however, also admits that it had not actually previously provided all machine modeling data required at the System Impact Study phase. To be clear, the data required at the Feasibility Study phase is not the same data that is subsequently required at the System Impact Study phase.

Feasibility Studies provide Interconnection Customers with “preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer’s Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer’s cost responsibility for the necessary facilities and upgrades.” Because PJM needs to perform a more detailed analysis during the System Impact Study phase, PJM requires, among other things, that Interconnection Customers submit additional project electrical data with the System Impact Study Agreement. The data required for PJM to conduct the Feasibility Study does not include many of the data points that are required for the evaluation of a project during the System Impact Study phase.

For example, PJM requires collector system, dynamic model, and attachment line data at the System Impact Study phase but does not require such data at the Feasibility Study phase.

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26 Petition at p. 2.
27 See id. at p. 5 (“While Mr. [Shawn] Grimsley [of Fresh Air] initially thought he had submitted the required data, upon further investigation, he determined[d] no machine modeling data was submitted. Mr. Grimsley informed PJM that the data had not been submitted.”).
Thus, Fresh Air would not have been required to previously, prior to commencement of the System Impact Study phase, provide such data to PJM. PJM uses this new data to perform analysis not required in the Feasibility Study (e.g., dynamic response) and to refine the results for the other analysis performed by PJM. Additionally, whether the data changed from the Feasibility Study phase or not, the Tariff still requires the data be provided at the System Impact Study submittal phase because this is a means by which PJM confirms that the Interconnection Customer has not made any changes to the project.

Fresh Air is fully aware of the requirement to submit the machine modeling data at the System Impact Study phase, as Fresh Air has timely submitted such data at the System Impact Study phase on at least three other previous occasions. However, even if Fresh Air was not aware of the requirement, that does not change the fact that the requirement exists and must be satisfied in order for PJM to perform the analyses described above and to confirm that the Interconnection Customer has not made any changes to the project.

V. CONCLUSION

For the reasons stated above, PJM respectfully requests that the Commission grant PJM’s motion to intervene in this proceeding and deny the Petition.

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29 Queue Point does not require this type of data for Feasibility Study Agreements.
30 Tariff, Part VI, §204.3(v)(C).
31 Ecoplexus, Inc., the company developing Queue No. AE1-135, previously timely submitted the required data at the System Impact Study phase for Queue Nos. AB2-147, AB2-149, and AB2-150.
Respectfully submitted,

By: /s/ Alejandro Bautista

Alejandro Bautista
Counsel
PJM Interconnection, L.L.C.
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Dated: May 28, 2019
CERTIFICATE OF SERVICE

I hereby certify that I have this day served, via electronic mail, the foregoing upon the official service list compiled by the Secretary in this proceeding.

Dated at Audubon, PA, this 28\textsuperscript{th} day of May, 2019.

By: /s/ Alejandro Bautista
Alejandro Bautista
Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 635-3447
alejandro.bautista@pjm.com
Attachment A
AE1-135 Cover Letter
January 31, 2019

Ecoplexus, Inc.
807 E Main St, Suite 6-050
Durham, NC 27701
Attn: Shawn Grimsley

Dear Mr. Grimsley:

Re: AE1-135 – Clubhouse 230kV – Feasibility Study Report and System Impact Study Agreement

Enclosed is a report documenting the results of the AE1-135 Feasibility Study. The results of this study are predicated on a 2022 transmission system based upon PJM's best assumptions at the present time for load growth and connection of proposed new generation additions.

Feasibility Studies are performed to provide an Interconnection Customer with preliminarily estimated reinforcement costs and information concerning attachment facilities and network upgrades. Since the analysis inherently has to include assumptions for future system conditions, the results should be used in this context. The costs and associated timing described in the enclosed report are based upon estimates given to PJM by the affected Transmission Owner(s). The costs are your responsibility as the project developer. More comprehensive estimates will be developed upon execution of a System Impact Study Agreement in accordance with Part VI of the PJM Tariff.

As a requirement for interconnection, the Interconnection Customer may be responsible for the cost of constructing network upgrades, which are facility additions, or upgrades to existing facilities, that are needed to maintain the reliability of the PJM system. In some instances a project may not be responsible for 100% of the identified network upgrade cost because other transmission network uses, e.g., another interconnection project, may also contribute to the need for the same network reinforcement. The possibility of sharing the reinforcement costs with other projects may be identified in the Feasibility Study, but the actual allocation will be deferred until the System Impact Study is performed.

The Feasibility Study estimates do not include the feasibility, cost, or time required to obtain property rights and permits for construction of the required facilities. The project developer is responsible for the right of way, real estate, and construction permit issues. In addition, the Feasibility Study estimates do not include any the costs associated with engineering and constructing the equipment and facilities on the developer’s side of the point of interconnection. These costs are the responsibility of the project developer.

The costs associated with the study are being tabulated and you will receive a final statement/invoice electronically from PJM detailing your balance within 120 days.

Please be advised that all modeling will be completed consistent with Manual 3A. Market settlements cannot begin until these steps have been complete.
Note that Tariff §212.5 milestones require that you have all site permits, water and fuel agreements and associated right of way, and a memorandum of understanding for major equipment at the time you return your executed Interconnection Service Agreement (ISA). It is your responsibility to ensure these requirements are met and if they cannot be met at the time of the return of the ISA, you must demonstrate your due diligence and propose dates when those milestones will be met.

Pursuant to Section 204.3 of the PJM Tariff, enclosed is a copy of a System Impact Study Agreement for your consideration. The necessary deposit and executed agreement must be in the possession of PJM within thirty days (by close of business on Monday March 4, 2019) to maintain the project's position in the queue. In addition, your project’s electrical data must be provided via Queue Point by the above date for the Impact Study Agreement to be considered complete. Failure to submit this data by the due date will result in the withdrawal of your project.

Please review and execute the Impact Study Agreement as specified in DocuSign. Required with the signed agreement, per Section 3 of the enclosed System Impact Study Agreement is a $100,000 deposit of which 10% is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation.

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

The following information is provided for wire transfers:

Bank: PNC Bank, NA, New Jersey
ABA Number: 031-207-607
Account Number: 8013589826

Please e-mail PJM at SystemPlanning.Admin@pjm.com with the project name, queue number, date and amount of wire.

In addition to the executed System Impact Study Agreement and deposit, you are responsible to ensure that all queue requests that you may have in the PJM queue are in good financial standing and that you meet the requirements of Tariff §204.3. Failure to meet the requirements of Tariff §204.3 or have your accounts in good standing will result in your project to be withdrawn from the queue. It is your responsibility to meet these requirements.

If you wish to discuss the results of the study report or the agreement with me, please let me know. My office telephone number is 610-666-8209 and my email address is robert.price@pjm.com.

Sincerely,
Robert Price
Sr. Engineer
PJM Interconnection Projects
Attachment B

AE1-135 First Courtesy Reminder
This is an automated email reminder that the Impact Study Agreement previously sent to you, associated with your PJM queue project AE1-135, must be executed and in PJM's possession by close of business on 3/4/2019 to maintain the project's position in the queue. Failure to return the executed Agreement along with the required study deposit, evidence of application for air permit, if applicable, and electronic submittal of electrical data will result in the withdrawal of the project.

This notification is being sent to you, as a courtesy, based on contact information provided in official documents submitted during the PJM Interconnection Planning Process. If this notice should have been sent to someone else who is responsible for executing the referenced Agreement, please forward this email to that person immediately.

Please don’t reply to this email. This is not a monitored mailbox.

If there are any questions concerning this reminder please call the PJM Project Manager for this project, Rob Price.
Attachment C

AE1-135 Final Courtesy Reminder
This is an automated email reminder that the Impact Study Agreement previously sent to you, associated with your PJM queue project AE1-135, must be executed and in PJM’s possession by close of business on 3/4/2019 to maintain the project’s position in the queue. Failure to return the executed Agreement along with the required study deposit, evidence of application for air permit, if applicable, and electronic submittal of electrical data will result in the withdrawal of the project.

This notification is being sent to you, as a courtesy, based on contact information provided in official documents submitted during the PJM Interconnection Planning Process. If this notice should have been sent to someone else who is responsible for executing the referenced Agreement, please forward this email to that person immediately.

Please don’t reply to this email. This is not a monitored mailbox.

If there are any questions concerning this reminder please call the PJM Project Manager for this project, Rob Price.
Attachment D

March 15, 2019 Email
Shawn, PJM sees no activity in Queue Point for the AE1-135 Impact Study data until March 13th. If you had previously submitted the Impact Study data you should’ve received an automated email from PJM. Without any evidence of data have been submitted this queue position needs to be withdrawn by PJM.

Robert G Price  
ph (610) 666-8209  
cell (610) 955-3325  
EMAIL: robert.price@pjm.com

Shaun, per your request the requirement to submit data was identified in the cover letter (see snip below)

Pursuant to Section 204.3 of the PJM Tariff, enclosed is a copy of a System Impact Study Agreement for your consideration. The necessary deposit and executed agreement must be in the possession of PJM within thirty days (by close of business on Monday March 4, 2019) to maintain the project’s position in the queue. In addition, your project’s electrical data must be provided via Queue Point by the above date for the Impact Study Agreement to be considered complete. Failure to submit this data by the due date will result in the withdrawal of your project.

PJM tariff section 204.3 requires you to provide required machine modeling data as specified in the PJM Manuals and PJM Manual 14G identifies what is required to move to the System Impact Study phase.

Robert G Price  
ph (610) 666-8209  
cell (610) 955-3325  
EMAIL: robert.price@pjm.com

Hey Rob,
Yes the data was submitted. Since you are not seeing it I am re-entering the data now and submitting a new set. Should see it soon.

Please let me know if there is anything else you need at this time.

-Shawn

From: Price, Robert
Sent: Wednesday, March 13, 2019 1:15 PM
To: sgrimsley@ecoplexus.com
Cc: Mittan, Jeannette ; Gritmon, Marcie M. ; Krizenoskas, Lisa ; Fallon A Madrid (VirginiaPower - 6) ; Peter Nedwick ; James Street
Subject: RE: Queue AE1-135 Clubhouse 230kV Feasibility Study and System Impact Study Agreement

Shawn, PJM received your System Impact Study Agreement along with the $100,000 deposit BUT I do not see any System Impact Data in Queue Point. Please confirm if you submitted the data as this needed to be complete by March 4th to maintain the project’s position in the queue.

Robert G Price
ph (610) 666-8209
cell (610) 955-3325
EMAIL: robert.price@pjm.com

From: Price, Robert
Sent: Thursday, January 31, 2019 1:05 PM
To: 'sgrimsley@ecoplexus.com'
Cc: Mittan, Jeannette; Gritmon, Marcie M.; Krizenoskas, Lisa; Fallon A Madrid (VirginiaPower - 6); 'Peter Nedwick'; 'James Street'
Subject: Queue AE1-135 Clubhouse 230kV Feasibility Study and System Impact Study Agreement

Shawn, attached please find a cover letter along with Feasibility Study and Impact Study Agreement. Note: Impact Study agreement due by March 4, 2019 along with deposit of $100,000. Instructions to return the agreement are contained in the Cover Letter. A link will be sent to you via the DocuSign system to execute the Impact Study Agreement.

Robert G Price
Interconnection Projects, PJM System Planning Division
2750 Monroe Blvd., Audubon, Norristown, PA 19403
EMAIL: robert.price@pjm.com
ph (610) 666-8209
cell (610) 955-3325
Attachment E

March 19, 2019 Email
This email serves as confirmation that the above request you submitted has been withdrawn from the PJM queue effective 3/19/19 for failure to execute the System Impact Study Agreement and submit the System Impact data by the due date. Any remaining “refundable” funds will be returned to you in approximately 90 days.

Please note, the Transmission Owner has 90 days to submit their final invoice for any study work they performed. Therefore, it is possible for you to receive an additional invoice up to 90 days after you withdraw from the queue.

Marcie Gritmon
Interconnection Projects
(610) 666-8219 | Marcie.Gritmon@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403
Thanks Robert.

Jason thanks for the time this morning. I'm going to go ahead with the FERC waiver request under section 204.3 of the tariff so please hold our SISA and deposit until FERC rules on the issue. We will submit another application as a backup as well.

I appreciate your patience and hearing us out and we look forward to continuing to work together.

All the best,
Michael

On Mon, Mar 18, 2019 at 2:20 PM Price, Robert <Robert.Price@pjm.com> wrote:

Jason, I withdrew this Queue project as data was not submitted into Queue Point by the required date. Mike Wallace of Ecoplexus would like to dispute that PJM withdrew this queue project without allowing for a deficiency cure.

Mike, Jason Connell can be reached at 610-666-8887

Robert G Price

ph (610) 666-8209

cell (610) 955-3325

EMAIL: robert.price@pjm.com
Subject: Queue AE1-135 Clubhouse 230kV Feasibility Study and System Impact Study Agreement

Shawn, attached please find a cover letter along with Feasibility Study and Impact Study Agreement. Note: Impact Study agreement due by **March 4, 2019** along with deposit of **$100,000**. Instructions to return the agreement are contained in the Cover Letter. **A link will be sent to you via the DocuSign system to execute the Impact Study Agreement.**

Robert G Price
Interconnection Projects, PJM System Planning Division
2750 Monroe Blvd., Audubon, Norristown, PA 19403

**EMAIL:** robert.price@pjm.com

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cell (610) 955-3325