

### **36.1 General:**

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

#### **36.1.01 Generation Interconnection Request:**

Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

1. Generation Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Generation Interconnection Customer must submit a complete and fully executed Generation Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment N. To be considered complete at the time of submission, the Interconnection Customer's Generation Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
  - b. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - c. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
  - d. identification of the fuel type of the proposed generating unit or upgrade thereto; and
  - e. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design

specifications must depict the wind plant as a single equivalent generator;  
and

- f. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. if Behind The Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- i. Deposit.
  - i. A deposit shall be submitted to Transmission Provider, as follows:
    - (1) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (3) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (1) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (3) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  
- iii. 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (1) The cost of the Queue Position acceptance review; and
  - (2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (3) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (4) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period (as described further below), or during the Feasibility Study period, the refundable deposit money shall be applied to

cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (a) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
  - (d) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- iv. Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (1) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

- v. If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- vi. The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- vii. Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position.
- j. Primary frequency response operating range for Energy Storage Resources.

2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
- a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider

shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- i If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
    - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
    - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
    - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
  - ii If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
- i The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.

- ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
  - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
  - (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

3. ~~Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.~~ [Reserved.]

4. In accordance with Section 201 of the Tariff, the Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 36.1.01. If the information required pursuant to Section 36.1.01 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. the proposed maximum summer and winter megawatt electrical output;
    - ii. the location of the generation by county and state;
    - iii. the station or transmission line or lines where the interconnection will be made;
    - iv. the facility's projected date of Initial Operation;
    - v. the status of the Generation Interconnection Request, including its Queue Position;
    - vi. the type of Generation Interconnection Service requested;
    - vii. the availability of any studies related to the Interconnection Request;
    - viii. the date of the Generation Interconnection Request;
    - ix. the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. for each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list will not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

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

The Transmission Provider has developed streamlined processes for Generation Interconnection Requests involving new generation resources of 20 MW or less and increases in the capacity of a generating unit by 20 MW or less over any consecutive 24-month period. The processes for



Generation Interconnection Requests involving increases in capacity by 20 MW or less are set forth in Subpart G of Part IV of the Tariff and the PJM Manuals.

### **36.1.03           Transmission Interconnection Request:**

An Interconnection Customer that seeks to interconnect or add Merchant Transmission Facilities to the Transmission System, or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System shall submit to the Transmission Provider a Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Transmission Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Transmission Interconnection Request to the Transmission Provider's acknowledgment.

1.   Transmission Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Transmission Interconnection Customer must submit a complete and fully executed Transmission Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment S. To be considered complete at the time of submission, the Interconnection Customer's Transmission Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a.   the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and
  - b.   a description of the proposed Merchant Transmission Facilities; and
  - c.   the nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and
  - d.   the planned date the proposed Merchant Transmission Facilities will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities will take more than seven years; and
  - e.   if the request relates to proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities that will interconnect with the Transmission System and with another control area outside the PJM Region, the Transmission Interconnection Customer's election to receive either; and
    - i.   Transmission Injection Rights and/or Transmission Withdrawal Rights, or

- ii. Incremental Deliverability Rights, Incremental Auction Revenue Rights, Incremental Capacity Transfer Rights, and Incremental Available Transfer Capability Revenue Rights, associated with the capability of the proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities;
- f. if the Transmission Interconnection Customer will be eligible to receive Incremental Deliverability Rights under Section 235 of the Tariff, identification of the point on the Transmission System where the Transmission Interconnection Customer wishes to receive Incremental Deliverability Rights created by the construction or installation of its proposed Merchant Transmission Facilities; and
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. Deposit.
  - i. A deposit shall be submitted to the Transmission Provider as follows:
    - (1) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Transmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (2) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or
    - (3) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000, a deposit of \$30,000 plus \$200 for each MW requested, if the Transmission Interconnection Request is received within the sixth calendar month of the current New Services Queue.
  - ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Transmission Interconnection Customer upon Initial Operation.

However, if, before reaching Initial Operation, the Transmission Interconnection Customer withdraws its Transmission Interconnection Request, or the Transmission Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:

- (1) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Transmission Interconnection Request and/or associated Queue Position; and/or
- (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or
- (3) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.

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

- (1) The cost of the Queue Position acceptance review; and
- (2) The cost of the deficiency review of the Interconnection Customer's Transmission Interconnection Request (to determine whether the Transmission Interconnection Request is valid); and
- (3) The dollar amount of the Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study; and
- (4) If the Transmission Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period (as described further below), or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider

up to the point of such Transmission Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (a) The costs of any restudies required as a result of the modification, rejection termination and/or withdrawal of such Transmission Interconnection Request; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Transmission Interconnection Request and/or associated Queue Position; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.
  - (d) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Interconnection Customer in accordance with the PJM Manuals.
- iv. Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (1) The Interconnection Customer's cost responsibility for any other studies conducted for the Transmission Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or

Generation Interconnection Requests by the  
Interconnection Customer.

- v. If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
  - vi. The Interconnection Customer must submit the total required deposit amount with the Transmission Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Transmission Interconnection Request, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Transmission Interconnection Request shall be terminated prior to reaching the deficiency review stage).
  - vii. Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position.
2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Transmission Interconnection Request, the Transmission Provider shall provide a deficiency review of the Transmission Interconnection Request to determine whether the Interconnection Customer submitted a valid Transmission Interconnection Request.
- a. If a Transmission Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review.
  - b. Pursuant to Section 9, Cost Responsibility, of the Transmission Interconnection Feasibility Study Agreement (Tariff, Attachment S), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- i If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
    - (1) Withdraw the Interconnection Request during the deficiency response period (as described below); or
    - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
    - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
  - ii If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
- c If there are deficiencies in the Transmission Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Transmission Interconnection Request that such Transmission Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
    - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or monies that the Transmission Provider's deficiency

notice identified as being required to constitute a valid Transmission Interconnection Request.

- (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
  - iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review the Interconnection Customer's response to the deficiency notice. If the Transmission Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
  - iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
3. ~~Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.~~ [Reserved.]
4. The Transmission Provider shall assign Queue Positions pursuant to Section 201 on the date and time of receipt of all the required information set forth in this Section 36.1.03.
5. Deficiencies shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
6. Adjacent Control Area Stipulation. If applicable, within 30 calendar days of submitting its Transmission Interconnection Request, the Interconnection Customer shall provide evidence acceptable to the Transmission Provider that Interconnection Customer has submitted a valid interconnection request with the adjacent Control Area(s) in which it is interconnecting. Transmission

Interconnection Customer shall maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for the relevant PJM Transmission Interconnection Request. If Interconnection Customer fails to maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for the relevant PJM Transmission Interconnection Request, the relevant PJM Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

7. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Transmission Interconnection Requests that identifies:
    - i. in megawatts the potential nominal capability or increase in capability;
    - ii. the location of the Merchant Transmission Facilities by county and state;
    - iii. the station or transmission line or lines where the interconnection will be made;
    - iv. the facility's projected date of Initial Operation;
    - v. the status of the Transmission Interconnection Request, including its Queue Position;
    - vi. the availability of any studies related to the Interconnection Request;
    - vii. the date of the Transmission Interconnection Request;
    - viii. the type of Merchant Transmission Facilities to be constructed; and
    - ix. for each Transmission Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list will not disclose the identity of the Transmission Interconnection Customer, except as otherwise provided in Part IV or Part VI of the Tariff. The list and the priority of Transmission Interconnection Requests shall be included on the Transmission Provider's website as a part of the New Services Queue.

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



Notwithstanding Section 36.1.03, an Interconnection Customer that proposes Merchant Network Upgrades (including advancing pursuant to Section 220 or accelerating the construction of any transmission enhancement or expansion, other than Merchant Transmission Facilities, that is included in the Regional Transmission Expansion Plan prepared pursuant to Schedule 6 of the Operating Agreement) shall submit an Upgrade Request, with the required information and the required deposit for a System Impact Study, as set forth in Attachment EE.

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

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

Consistent with Section 1.7.4(i) of Schedule 1 to the Operating Agreement, to the extent its generating facility is dispatchable, an Interconnection Customer shall submit an Economic Minimum in the real-time market that is no greater than the higher of its physical operating minimum or its Capacity Interconnection Rights.