

Replacement Generation Interconnection Service:

Part VIII:

Definitions R (*new*)

Subpart E, Section 412, Assignment of Project Identifier (*revised*)

Subpart E, Section 426(C)(3), Capacity Interconnection Rights, Replacement of Generation (*revised*)

Subpart E, section 432, Transmission Provider Website Postings (*revised*)

Subpart J, Section 437, Replacement Generation Interconnection Service (*new*)

Part IX

Subpart B, Form of GIA, Schedule M/Schedule of Terms and Conditions for Replacement Generation Interconnection Service (*new*)

Subpart N, Form of Replacement Generation Interconnection Study Agreement (*new*)

Part VIII

Replacement Generation Interconnection Service:

Definitions R

Replacement Generation Project Developer:

“Replacement Generation Project Developer” shall mean either a Project Developer whose Generating Facility is already interconnected to the PJM Transmission System and is being deactivated or one of its affiliates, or an unaffiliated entity that submits a Replacement Generation Interconnection Service Request to replace a deactivating Generating Facility interconnected with the Transmission System in the PJM Region.

Replacement Generation Interconnection Service Request:

“Replacement Generation Interconnection Service Request” shall mean a request submitted by a Replacement Generation Project Developer, pursuant to Tariff, Part VIII, Subpart J, section 437, to replace a deactivating Generating Facility interconnected with the Transmission System in the PJM Region and claim its Capacity Interconnection Rights. A Replacement Generation Interconnection Service Request is not a New Service Request.

Replacement Generation Interconnection Service:

“Replacement Generation Interconnection Service” shall mean the claiming by a Replacement Generation Project Developer of the Capacity Interconnection Rights of a deactivating Generation Capacity Resource for a new Generating Facility.

Replacement Generation Interconnection Study Agreement:

“Replacement Generation Interconnection Study Agreement” shall mean the form of the Replacement Generation Interconnection Study Agreement set forth in Tariff, Part IX, Subpart N.

Replacement Generation Request Number:

“Replacement Generation Request Number” shall mean, when an Application from a Replacement Generation Project Developer results in a valid Replacement Generation Interconnection Service Request, in accordance with Tariff, Part VIII, Subpart J, section 437, the number assigned to such request as confirmed by Transmission Provider, indicating the serial position and priority of the Replacement Generation Interconnection Service Request within the Cycle.

Replacement Generation Resource:

“Replacement Generation Resource” shall mean the new Generating Facility that takes Replacement Generation Interconnection Service.

Subpart E, Section 412, Assignment of Project Identifier

Assignment of Project Identifier

- A. When an Application from a Project Developer or an Eligible Customer results in a valid New Service Request, in accordance with Tariff, Part VIII, Subpart B, section 403, Transmission Provider shall confirm the assigned Project Identifier to such request. For Project Developers and Eligible Customers, the Project Identifier will indicate the applicable Cycle, and will denote a number that represents the project within the Cycle. The Project Identifier is strictly for identification purposes, and does not indicate priority within a Cycle.
- B. When an Application from an Upgrade Customer results in a valid Upgrade Request, in accordance with Tariff, Part VIII, Subpart H, section 435, Transmission Provider shall confirm the assigned Request Number to such request. The Request Number will indicate the serial position and priority.
- C. When an Application from a Surplus Interconnection Service Customer results in a valid Surplus Interconnection Service Request, in accordance with Tariff, Part VIII, Subpart E, section 414, Transmission Provider shall confirm the assigned Surplus Service Request Number to such request. The Request Number will indicate the serial position and priority.
- D. When an Application from a Replacement Generation Project Developer results in a valid Replacement Generation Interconnection Service Request, in accordance with Tariff, Part VIII, Subpart J, section 437, Transmission Provider shall confirm the assigned Replacement Generation Request Number for such request. The Request Number will indicate the serial position and priority. A Replacement Generation Project Developer or Project Developer may have both an active Replacement Generation Interconnection Service Request and Request Number and an active New Service Request and Project Identifier for the same project at the same time, but in no event shall these requests result in more than one Generation Interconnection Agreement.

Subpart E, Section 426, Capacity Interconnection Rights

- C. Loss of Capacity Interconnection Rights
 - 3. Replacement of Generation

In the event of the Deactivation of a Generation Capacity Resource (in accordance with Tariff, Part V and any Applicable Standards), or removal of Capacity Resource status (in accordance with Tariff, Attachment DD, section 6.6 or Tariff, Attachment DD, section 6.6A), any Capacity Interconnection Rights associated with such Generating Facility shall terminate one year from the Deactivation Date, or one year from the date the Capacity Resource status change takes effect, unless the holder of such rights (including any holder that acquired the rights after Deactivation or removal of Capacity Resource status) has submitted a completed Generation Interconnection Request up to one year after the Deactivation Date, or up to one year from the date the Capacity Resource status changes take effect,

which claims the same Capacity Interconnection Rights in accordance with Tariff, Part VIII, Subpart B, section 403(D) or a Replacement Generation Project Developer has submitted a completed Replacement Generation Interconnection Service Request up to one year after the Deactivation Date which claims the same Capacity Interconnection Rights in accordance with Tariff, Part VIII, Subpart J, section 437. A Generation Project Developer or Replacement Generation Project Developer must submit any claim for Capacity Interconnection Rights from deactivating units concurrently with its Application for Interconnection Service or Application for Replacement Generation Interconnection Service. A Generation Project Developer claim for Capacity Interconnection Rights from deactivating units, and the claim must be received by Transmission Provider prior to the Application Deadline, or Transmission Provider will not process the claim. Such new Generation Interconnection Request may include a request to increase Capacity Interconnection Rights in addition to the replacement of the previously deactivated amount, or amount removed from Capacity Resource status, as a single Generation Interconnection Request. A Replacement Generation Interconnection Request may not increase or request to increase Capacity Interconnection Rights in addition to the replacement of the previously deactivated amount. Transmission Provider may perform thermal, short circuit, and/or stability studies, as necessary and in accordance with the PJM Manuals, due to any changes in the electrical characteristics of any newly proposed equipment, or where there is a change in Point of Interconnection, which may result in the loss of a portion or all of the Capacity Interconnection Rights as determined by such studies.

Upon execution of a Generation Interconnection Agreement reflecting its new Generation Interconnection Request or Replacement Generation Interconnection Service Request, the holder of the Capacity Interconnection Rights will retain only such rights that are commensurate with the size in megawatts of the replacement generation, not to exceed the amount of the holder's Capacity Interconnection Rights associated with the facility upon Deactivation or removal of Capacity Resource status. Any desired increase in Capacity Interconnection Rights must be reflected in ~~the a~~ a new Generation Interconnection Request and be accredited through the applicable procedures in Tariff, ~~Part IV and Tariff, Part VI~~ Part VIII. In the event the new Generation Interconnection Request to which this section refers is, or is deemed to be, terminated and/or withdrawn for any reason at any time, the pertinent Capacity Interconnection Rights shall not terminate until the end of the one-year period from the Deactivation Date, or the end of the one year period from the date the Capacity Resource status change takes effect. In the event the Replacement Generation Interconnection Service Request to which this section refers does not meet the requirements for Replacement Generation Interconnection Service specified in Tariff, Part VIII, Subpart J, section 437(A), Transmission Provider shall notify the Replacement Generation Project Developer to that effect. If Transmission Provider provides such notice more than one year after the Deactivation Date, the Replacement Generation Project Developer shall retain the pertinent Capacity Interconnection Rights provided it submits a new Generation Interconnection Request for the Generating Facility in a Cycle currently open for Applications to be submitted under Tariff, Part VIII, Subpart B, section 403(A) and

complies with the applicable provisions of Tariff, Part VIII, Subpart B, section 403, including section 403(D)(1), within sixty (60) days of receiving such notice. In the event the Replacement Generation Project Developer's Replacement Generation Interconnection studies are not completed within the study timeframes provided in Tariff, Part VIII, Subpart J, section 437(C)(1) or the Replacement Generation Interconnection Service Request to which this section refers is, or is deemed to be, withdrawn from the Replacement Generation Interconnection process and an Application is submitted for that project in the Cycle Process, the Replacement Generation Project Developer or former Replacement Generation Project Developer, as applicable, shall retain the pertinent Capacity Interconnection Rights after the end of the one-year period from the Deactivation Date, for so long as it has a valid Replacement Generation Interconnection Service Request or New Service Request that is still being considered by Transmission Provider, and until a Generation Interconnection Agreement setting forth such Capacity Interconnection Rights is effective. When the project is withdrawn from the Replacement Generation Interconnection process, its Replacement Generation Request Number shall be terminated.

Subpart E, Section 432, Transmission Provider Website Postings

A. Transmission Provider shall maintain, on Transmission Provider's website, with regard to Project Developers, Eligible Customers and Upgrade Customers, the following:

- 1A. the Project Identifier;
- 2B. the proposed or incremental Maximum Facility Output and Capacity Interconnection Rights;
- 3C. the location of the project by state;
- 4D. the station or transmission line or lines where the interconnection will be made;
- 5E. the project's projected in-service date;
- 6F. the project's status;
- 7G. the type of service requested;
- 8H. the availability of any related studies; and
- 9I. the type of project to be constructed.

B. Transmission Provider shall maintain, on Transmission Provider's website, with regard to Replacement Generation Project Developers the following:

- 1. the Replacement Generation Request Number;

2. the Application date of the Replacement Generation Interconnection Service Request;
3. the proposed Replacement Generation Resource's Maximum Facility Output and Capacity Interconnection Rights;
4. the location of the proposed Replacement Generation Resource by state and by Transmission Owner Zone;
5. the substation where the proposed Replacement Generation Resource will be interconnected;
6. The deactivating Generating Facility from which Capacity Interconnection Rights are being claimed;
7. The anticipated Deactivation Date of the deactivating Generating Facility;
8. the proposed Replacement Generation Resource's projected in-service date;
9. the proposed Replacement Generation Resource's status;
10. the fuel type of proposed Replacement Generation Resource to be constructed; and
11. the availability of any related studies.

Subpart J, Section 437, Replacement Generation Interconnection Service (entire section new)

Replacement Generation Interconnection Service

A. Replacement Generation Interconnection Service Request

Replacement Generation Interconnection Service Requests may be made by an existing Project Developer whose Generating Facility is already interconnected and is being or has been deactivated, or one of its affiliates, or by an unaffiliated Replacement Generation Project Developer, provided that:

1. The deactivating Generating Facility (a) has Capacity Interconnection Rights, (b) has provided written notice to Transmission Provider of the proposed Deactivation under Part V, section 113.1 or a Notice of Intent to Deactivate under this section in the form found on Transmission Provider's website, and (c) has submitted a Notice of Intent to Transfer Capacity Interconnection Rights in the form found on Transmission Provider's website. To claim the Capacity Interconnection Rights under Tariff, Subpart E, section 426, the Replacement Generation Project Developer must include with its Replacement Generation Interconnection Service

Request the notices under subsections (b) and (c) above to the extent those notices have not already been submitted to Transmission Provider as required.

2. The Replacement Generation Resource may be of any fuel type, including stand alone battery storage devices, so long as the Replacement Generation Project Developer claims Capacity Interconnection Rights from a deactivating Generating Facility and requests for the Replacement Generation Resource to be a Generation Capacity Resource.
3. The Replacement Generation Interconnection Service Request must be submitted prior to the expiration of the pertinent Capacity Interconnection Rights one year after the Deactivation Date.
4. The Replacement Generation Resource must interconnect to the PJM Transmission System at the same substation (the electrical bus to which the Replacement Generation Resource is connecting must be the same bus or an electrically equivalent bus) and at the same voltage as the deactivating Generating Facility.
5. The Replacement Generation Interconnection Service Request must be for Capacity Interconnection Rights and Maximum Facility Output that are less than or equal to the deactivating Generating Facility's Capacity Interconnection Rights and Maximum Facility Output.
6. The Commercial Operation Date of a Replacement Generation Resource may be no more than three (3) years from the later of the Deactivation Date of the deactivating Generating Facility, or the date on which the Generation Interconnection Agreement for the Replacement Generation Resource is executed or the Replacement Generation Project Developer requests that Transmission Provider file the Generation Interconnection Agreement with FERC unexecuted.
 - a. If the period between the Deactivation Date of the deactivating Generating Facility and the expected Commercial Operation Date of a Replacement Generation Resource is determined to be more than three (3) years, the Replacement Generation Project Developer may:
 - i. exercise a one-time option to extend the expected Commercial Operation Date of its Replacement Generation Resource beyond three (3) years from the Deactivation Date of the deactivating Generating Facility regardless of cause; or
 - ii. submit the Replacement Generation Interconnection Service Request as a new Generation Interconnection Request under Tariff, Part VIII, Subpart B, section 403.
 - b. Notwithstanding the Commercial Operation Date requirement of this subsection 437(A)(6):

- i. proposed Replacement Generation Resources with industry-recognized significant construction timeframes, such as nuclear and combined-cycle generating facilities, may have Commercial Operation Dates later than three (3) years from the later of the Deactivation Date of the deactivating Generating Facility, or the date on which the Generation Interconnection Agreement for the Replacement Generation Resource is executed or the Replacement Generation Project Developer requests that Transmission Provider file the Generation Interconnection Agreement with FERC unexecuted.
- ii. the Replacement Generation Resource may not begin commercial operations prior to the actual Deactivation Date of the deactivating Generating Facility.
- iii. Transmission Provider may reasonably extend milestone dates in the Replacement Generation Resource's Generation Interconnection Agreement, including the milestone date for commercial operation, in the event of delays not caused by the Replacement Generation Project Developer, such as unforeseen regulatory or construction delays that could not be remedied by the Replacement Generation Project Developer through the exercise of due diligence.

B. Applications for Replacement Generation Interconnection Service

1. Applications for Replacement Generation Interconnection Service must include a complete and executed Replacement Generation Interconnection Study Agreement, in the form located at Tariff, Part IX, Subpart N.
2. Applications for Replacement Generation Interconnection Service must include the evidence of Site Control that is required of New Service Requests at Decision Point III under Tariff, Subpart C, section 410(A)(1)(c), except that the ability to change the required Site Control evidence to a condition precedent in the final interconnection-related agreement in Tariff, Part VIII, Subpart D, section 410(A)(1)(c)(iv) shall not apply.
3. Applications for Replacement Generation Interconnection Service must include the evidence that the Replacement Generation Project Developer has: (a) any necessary fuel delivery agreement(s) and water agreement(s), and (b) any necessary rights-of-way for fuel and water interconnections, that is required of New Service Requests at Decision Point III under Tariff, Subpart C, section 410(A)(1)(e).

4. To be considered complete at the time of submission, the Replacement Generation Project Developer's Replacement Generation Interconnection Study Agreement must include, at a minimum, each of the following:
 - a. Information concerning the Replacement Generation Project Developer, including the name, address, telephone number, and e-mail address of Replacement Generation Project Developer; an Internal Revenue Service Form W-9 or comparable state-issued document for Replacement Generation Project Developer; documentation proving the existence of a legally binding relationship between Replacement Generation Project Developer and any entity with a vested interest in this Agreement and associated project (e.g., a parent company, a subsidiary, or financing company acting as agent for Replacement Generation Project Developer); and Replacement Generation Project Developer's banking information, or the banking information of any entity with a legally binding relationship to Replacement Generation Project Developer that wishes to make payments and receive refunds on behalf of Replacement Generation Project Developer, in association with this Agreement and corresponding project;
 - b. Specification of the location of the proposed Replacement Generation Resource's Site or the existing deactivating Generating Facility's Site (include both a written description, e.g., street address, global positioning coordinates, and attach a map in PDF format depicting the property boundaries and the location of the generating unit Site);
 - c. The megawatt size of the proposed Replacement Generation Resource;
 - d. Identification of the fuel type of the proposed Replacement Generation Resource;
 - e. A description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the proposed Replacement Generation Resource is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator;
 - f. The planned date the proposed Replacement Generation Resource will be in service;
 - g. Identification of the specific deactivating Generating Facility already interconnected to the PJM Transmission System, including whether the Replacement Generation Project Developer requesting Replacement Generation Interconnection Service is the owner or affiliate of the owner of the deactivating Generating Facility;

- h. Any additional information as may be prescribed by the Transmission Provider in the PJM Manuals;
 - i. A deposit in the amount of \$60,000. Replacement Generation Project Developer is responsible for actual study costs, which may exceed the deposit amount. If Transmission Provider sends Replacement Generation Project Developer notification of additional study costs, then Replacement Generation Project Developer must either: (i) pay all additional study costs within 20 days of Transmission Provider sending the notification of such additional study costs or (ii) withdraw its Replacement Generation Interconnection Service Request. If Replacement Generation Project Developer fails to complete either (i) or (ii), then Transmission Provider shall deem the Replacement Generation Interconnection Service Request to be terminated and withdrawn. If any deposit monies remain after the Replacement Generation Interconnection Study is complete and any outstanding monies owed by the Replacement Generation Project Developer in connection with outstanding invoices related to prior New Service Requests, Surplus Interconnection Requests, and/or Replacement Generation Interconnection Service Requests by the Replacement Generation Project Developer have been paid, such remaining deposit monies shall be returned to the Replacement Generation Project Developer; and
 - j. If the proposed Replacement Generation Resource is an Energy Storage Resource, the Replacement Generation Project Developer must submit the primary frequency response operating range for the Replacement Generation Resource.
5. Transmission Provider shall commence review of Applications for Replacement Generation Interconnection Service as soon as practicable upon receipt and in the order received. Transmission Provider will evaluate and process Applications for Replacement Generation Interconnection Service through a separate Replacement Generation Interconnection Service process that proceeds in parallel with the Cycle Process.
 6. Deficiency Review. Upon receipt of the Application for Replacement Generation Interconnection Service, the Replacement Generation Interconnection Study Agreement, and the requisite information and deposit monies listed in subsection 437(B)(1) through (4), Transmission Provider first shall determine whether the materials, information, and monies submitted are valid or deficient. If deemed deficient by Transmission Provider, the Replacement Generation Project Developer must submit the requisite materials, information, and/or monies acceptable to the Transmission Provider within 10 Business Days of receipt of the Transmission Provider's notice of deficiency. Failure of the Replacement Generation Project Developer to timely provide materials, information, and/or monies identified in the

deficiency notice shall result in the Replacement Generation Interconnection Service Request being terminated and withdrawn. The Replacement Generation Interconnection Service Request shall be considered valid as of the date and time within the single 10 Business Day deficiency cure period the Transmission Provider receives from the Replacement Generation Project Developer the last piece of required materials, information, and/or monies deemed acceptable by the Transmission Provider to clear such deficiency notice. Once the Transmission Provider determines the Replacement Generation Interconnection Service Request is a valid request, Transmission Provider shall confirm the assigned Replacement Generation Request Number for such request in accordance with Tariff, Part VIII, Subpart E, section 412(D).

C. Processing of Valid Replacement Generation Interconnection Service Requests

1. This Tariff, Part VIII, Subpart J, section 437(C) sets forth the procedures and other terms governing the Transmission Provider's administration of the Replacement Generation Interconnection process.
 - a. After reviewing an Application for Replacement Generation Interconnection Service, including Application receipt, deficiency review of the Application, determination that the Application represents a valid Replacement Generation Interconnection Service Request, and a kickoff/scoping meeting, if necessary, all of which is anticipated to take approximately sixty (60) days, Transmission Provider shall conduct a Replacement Generation Interconnection Study.
 - b. Once an Application for Replacement Generation Interconnection Service has been determined to be a valid Replacement Generation Interconnection Service Request and Transmission Provider has commenced the Replacement Generation Interconnection Study, a Replacement Generation Project Developer: (i) may not reduce the megawatt values of the proposed Replacement Generation Resource's Capacity Interconnection Rights or Maximum Facility Output except as provided in Tariff, Part VIII, Subpart J, section 437(C)(1)(d);; (ii) may not change the proposed Replacement Generation Resource's fuel type; (iii) may not change the Site of the proposed Replacement Generation Resource or the Site Control evidence for that Site; (iv) may make Permissible Technological Advancement changes only to the proposed Replacement Generation Resource's equipment after it has an effective Generation Interconnection Agreement and proceeds via a Necessary Study Agreement; (v) may make changes to the proposed Replacement Generation Resource's Point of Interconnection, provided that the Point of Interconnection must continue to be at the same substation (the electrical bus to which the Replacement Generation Resource is connecting must be the same bus or an electrically equivalent bus) and same voltage level as the deactivating Generating Facility's Point of Interconnection, the change is considered Good Utility Practice as agreed

by the Interconnecting Transmission Owner, and Transmission Provider determines the change to the Point of Interconnection does not materially and adversely affect the cost or timing of other interconnection requests; and (vi) may amend the proposed Replacement Generation Resource to remove a Material Adverse Impact determined pursuant to Tariff, Part VIII, Subpart J, section 437(C)(1)(d).

- c. The Replacement Generation Interconnection Study, which is anticipated to take approximately one hundred eighty (180) days, shall consist of an impact study to determine if interconnection of the proposed Replacement Generation Resource would cause any thermal/voltage, stability, or short circuit planning criteria violations and a facilities study performed by the relevant Transmission Owner. A voltage increase or decrease, as identified in any applicable voltage analyses, will not automatically trigger a screen failure under the impact study unless a voltage threshold defined in Transmission Provider's documented planning criteria (its FERC Form No. 715 -- Annual Transmission Planning and Evaluation Report) is exceeded. All types of Generating Facilities will be studied as Replacement Generation Resources using the most recent Cycle Phase II System Impact Study model available or, if available, the most recent Cycle Phase III System Impact Study model. The scope of the impact study shall be the same as the Cycle Phase I, Phase II, and Phase III System Impact Studies and will include a contingency analysis consistent with NERC's, PJM's, and each Applicable Regional Entity's reliability criteria and the transmission planning criteria, methods and procedures described in the FERC Form No. 715 for each Applicable Regional Entity, an assessment of regional transmission upgrades that most effectively meet identified needs, and an analysis to determine cost allocation responsibility for required facilities and upgrades. The facilities study conducted by the relevant Transmission Owner will develop the costs and construction time estimates for any of the following determined in impact study to be needed in connection with the Replacement Generation Interconnection Service Request: new interconnection facilities, metering/relaying equipment, and new Network Upgrades. The Replacement Generation Interconnection Process rules under this Tariff, Part VIII, Subpart J, section 437, including whether new interconnection facilities may be required or new Network Upgrades are required, will dictate the permitted scope of the facilities study.
- d. A "Material Adverse Impact" for purposes of the Replacement Generation Interconnection process shall mean thermal/voltage, stability or short circuit reliability criteria violations. If Transmission Provider determines that interconnection of a Replacement Generation Resource will cause a Material Adverse Impact to the Transmission System, the Replacement Generation Project Developer will be given an opportunity to amend the

proposed Replacement Generation Resource to eliminate the Material Adverse Impact.

- e. Replacement Generation Resource projects will not share with other Replacement Generation Resources or with New Service Requests in the Cycle Process the cost of Network Upgrades necessitated by their interconnection with the Transmission System if they are deemed to use the same system headroom. Instead, cost responsibility for Network Upgrades will be based on the “first to cause” rule, under which a Replacement Generation Interconnection Service Request first to cause a constraint will be responsible for addressing the constraint and responsible for 100% of any associated Network Upgrade costs.
- f. At the conclusion of the Replacement Generation Interconnection Study, Transmission Provider will provide to the Replacement Generation Project Developer a Replacement Generation Interconnection Study report, providing the results of the impact study and the facilities study. Transmission Provider will tender with the study report a draft Generation Interconnection Agreement in the form of agreement found at Tariff, Part IX, Subpart B.
- g. Generation Interconnection Agreement Negotiation.
 - i. The rules for Generation Interconnection Agreement negotiation shall, unless otherwise specified in this Tariff, Part VIII, Subpart J, section 437, follow the Generation Interconnection Agreement negotiation rules provided in Tariff, Part VIII, Subpart D, section 411, and the Execution Deadlines provided in Tariff, Part IX, section 500. The Milestones requirements of Tariff, Part VIII, Subpart E, section 429, also shall apply.
 - ii. Within thirty (30) days after the Replacement Generation Interconnection Developer receives the Replacement Generation Interconnection Study report and a draft Generation Interconnection Agreement, the Replacement Generation Project Developer shall be required to post 100% of the Security required in its Generation Interconnection Agreement and to provide evidence that it has obtained any necessary local, county, and state site permits and signed a memorandum of understanding for the acquisition of major equipment. If the Replacement Generation Project Developer fails to post 100% of the Security required for its Generation Interconnection Agreement by that date, its Replacement Generation Interconnection Service Request shall be deemed terminated and/or withdrawn.

- iii. Within thirty (30) days after the date by which the Replacement Generation Project Developer is required to post 100% of the Security required for its Generation Interconnection Agreement, the Replacement Generation Project Developer shall either execute the revised Generation Interconnection Agreement, request dispute resolution, or request that the Generation Interconnection Agreement be filed unexecuted.
 - h. Subject to the provisions of Tariff, Part VIII, Subpart E, section 414(B)(4), additional studies may not be needed to provide Replacement Generation Interconnection Service to a Replacement Generation Project Developer that has a Generating Facility that is currently operating utilizing Surplus Interconnection Service associated with a deactivating Generating Facility, as the studies performed to secure Surplus Interconnection Service may serve as the Replacement Generation Interconnection Study required for Replacement Generation Interconnection Service Requests. Regardless of whether additional studies are needed, a Replacement Generation Project Developer that has a Generating Facility that is currently operating utilizing Surplus Interconnection Service associated with a deactivating Generating Facility must submit an Application for Replacement Generation Interconnection Service pursuant to Tariff, Part VIII, Subpart J, section 437(B) to transfer the deactivating Generating Facility's Capacity Interconnection Rights to the Generating Facility currently utilizing Surplus Interconnection Service and make that Generating Facility a Replacement Generation Resource.
 - i. Projects in Transition Cycle #1, Transition Cycle #2, or Cycle #1 that do not yet have a Generation Interconnection Agreement may submit Applications under this Tariff, Part VIII, Subpart J, section 437 for Replacement Generation Interconnection Service. Transmission Provider shall study all valid Replacement Generation Interconnection Service Requests submitted from Transition Cycle #1, Transition Cycle #2, or Cycle #1 as soon as practicable upon receipt of such requests and, if the Transmission Provider determines that such a Replacement Generation Interconnection Service Request does not cause the need for Network Upgrades, the project will be eligible to receive a Generation Interconnection Agreement through the Replacement Generation Interconnection Process under Tariff, Part VIII, Subpart J, section 437 and its Cycle Process project shall be terminated. To the extent such movement of projects out of the Transition Cycle(s) or Cycle #1 changes the models used for the Transition Cycles' or Cycle #1's System Impact Studies, the effects on the models can be addressed during the next applicable Decision Point for those Cycle(s).
2. Contingent Facilities, if any, would be identified during the impact study phase of the Replacement Generation Interconnection Study in the same manner they are

identified in the Cycle Phase I, Phase II, and Phase III System Impact Studies (see Tariff, Part VIII, Subpart C, section 404(A)(3)) and shall be listed in the Generation Interconnection Agreement.

3. Interim Studies of the Deliverability of Replacement Generation Resources, if necessary, would be addressed in the Generation Interconnection Agreement and in accordance with PJM Manual 14H.

Part IX

Subpart B, Form of GIA, Appendices and Schedules Title Page and Schedule M/Schedule of Terms and Conditions for Replacement Generation Interconnection Service

APPENDICES:

- **APPENDIX 1 - DEFINITIONS**
- **APPENDIX 2 - STANDARD TERMS AND CONDITIONS FOR INTERCONNECTIONS**

SCHEDULES:

- **SCHEDULE A - GENERATING FACILITY LOCATION/SITE PLAN**
- **SCHEDULE B - SINGLE-LINE DIAGRAM**
- **SCHEDULE C - LIST OF METERING EQUIPMENT**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - SCHEDULE OF CHARGES**
- **SCHEDULE F - SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**
- **SCHEDULE G - PROJECT DEVELOPER'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE H - INTERCONNECTION REQUIREMENTS FOR ALL WIND, SOLAR AND NON-SYNCHRONOUS GENERATION FACILITIES**
- **SCHEDULE I – INTERCONNECTION SPECIFICATIONS FOR AN ENERGY STORAGE RESOURCE**
- **SCHEDULE J – SCHEDULE OF TERMS AND CONDITIONS FOR SURPLUS INTERCONNECTION SERVICE**
- **SCHEDULE K – REQUIREMENTS FOR INTERCONNECTION SERVICE BELOW FULL ELECTRICAL GENERATING CAPABILITY**
- **SCHEDULE L – INTERCONNECTION CONSTRUCTION TERMS AND CONDITIONS**
- **SCHEDULE L, APPENDIX 1 – NEGOTIATED CONTRACT OPTION TERMS**

- **SCHEDULE M, SCHEDULE OF TERMS AND CONDITIONS FOR REPLACEMENT GENERATION INTERCONNECTION SERVICE**

SCHEDULE M

**SCHEDULE OF TERMS AND CONDITIONS FOR
REPLACEMENT GENERATION INTERCONNECTION SERVICE**

Subpart N, Form of Replacement Generation Interconnection Study Agreement

Form of Replacement Generation Interconnection Study Agreement

RECITALS

1. This Replacement Generation Interconnection Study Agreement (the “Agreement”), dated as of [REDACTED], is entered into by and between [REDACTED] (“Replacement Generation Project Developer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) (individually referred to as a “Party,” or collectively referred to as the “Parties”) pursuant to the Generation Interconnection Procedures (“GIP”) set forth in PJM Interconnection, L.L.C. Open Access Transmission Tariff (“Tariff”), Part VIII. Capitalized terms used in this Agreement, unless otherwise indicated, shall have the meanings ascribed to them in the Tariff.
2. By submitting this Agreement and complying with the GIP, the Replacement Generation Project Developer has submitted a Replacement Generation Interconnection Service Request. In accordance with Tariff, Part VIII, Subpart J, section 437, the Replacement Generation Project Developer has also submitted with this Agreement the applicable required deposit to the Transmission Provider. The Replacement Generation Project Developer must electronically provide to Transmission Provider through the PJM website or OASIS, as applicable, all applicable information identified below, which is then subject to validation.
3. Replacement Generation Project Developer information:
 - a. Name, address, telephone number, and e-mail address of Replacement Generation Project Developer.
 - b. An Internal Revenue Service Form W-9 or comparable state-issued document for Replacement Generation Project Developer.
 - c. Documentation proving the existence of a legally binding relationship between Replacement Generation Project Developer and any entity with a vested interest in this Agreement and associated project (e.g., a parent company, a subsidiary, or financing company acting as agent for Replacement Generation Project Developer). Such documentation may include, but is not limited to, Replacement Generation Project Developer’s Articles of Organization and Operating Agreement describing the nature of the legally binding relationship.
 - d. Replacement Generation Project Developer’s banking information, or the banking information of any entity with a legally binding relationship to Replacement Generation Project Developer that wishes to make payments and receive refunds on behalf of Replacement Generation Project Developer, in association with this Agreement and corresponding project:

4. By submitting this Agreement to the Transmission Provider, the Replacement Generation Project Developer requests Replacement Generation Interconnection Service to claim the Capacity Interconnection Rights on the Transmission System of a deactivating Generation Capacity Resource for a new Generating Facility with the following specifications:

a. Identification of the existing deactivating Generating Facility already interconnected to the PJM Transmission System, including whether the Replacement Generation Project Developer requesting Replacement Generation Interconnection Service is the owner or affiliate of owner of the existing deactivating Generating Facility, and details regarding the existing Generating Facility’s current Generator Interconnection Agreement or Interconnection Service Agreement (“Service Agreement”).

[Redacted]

b. Evidence of Site Control of the proposed Replacement Generation Resource Site, such as a deed, option agreement, lease or other similar document acceptable to the Transmission Provider, as required of New Service Requests at Decision Point III under Tariff, Subpart C, section 410(A)(1)(c). Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof.

[Redacted]

c. Location of the proposed Replacement Generation Resource’s Site or the existing deactivating Generating Facility’s Site (include both a written description, e.g., street address, global positioning coordinates, and attach a map in PDF format depicting the property boundaries and the location of the generating unit Site).

[Redacted]

d. The megawatt size of the proposed Replacement Generation Resource.

[Redacted]

e. Identification of the fuel type of the proposed Replacement Generation Resource.

[Redacted]

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

[REDACTED]

- g. Planned date the proposed Replacement Generation Resource will be in service.

[REDACTED]

- h. Other related information, including for example, but not limited to, identifying: all of Replacement Generation Project Developer's prior New Service Requests, Surplus Interconnection Requests, and Replacement Generation Interconnection Service Requests; and stating whether the Replacement Generation Project Developer has submitted a previous Surplus Interconnection Request or Replacement Generation Interconnection Service Request for this particular project.

[REDACTED]

- i. If the proposed Replacement Generation Resource is an Energy Storage Resource, state the primary frequency response operating range for the proposed Replacement Generation Resource:

Minimum State of Charge: [REDACTED]; and

Maximum State of Charge: [REDACTED].

PURPOSE OF THE REPLACEMENT GENERATION INTERCONNECTION STUDY

- 5. Consistent with the GIP, the Transmission Provider shall conduct a Replacement Generation Interconnection Study determine whether interconnection of the proposed Replacement Generation Resource would cause any thermal/voltage, stability, or short circuit planning criteria violations and, if so, what Network Upgrades may be required for such interconnection.
- 6. The Replacement Generation Interconnection Study conducted hereunder will provide only a sensitivity analysis based on the data specified by the Replacement Generation

Project Developer in its Replacement Generation Interconnection Service Request. The Replacement Generation Interconnection Study necessarily will employ various assumptions regarding the Replacement Generation Interconnection Service Request, other pending New Service Requests and PJM's Regional Transmission Expansion Plan at the time of the study. The Replacement Generation Interconnection Study will not obligate the Transmission Provider or the Transmission Owner(s) to interconnect with the Replacement Generation Project Developer or construct any facilities or upgrades.

CONFIDENTIALITY

7. The Replacement Generation Project Developer agrees to provide all information requested by the Transmission Provider necessary to complete the Replacement Generation Interconnection Study. Subject to Paragraph 7 of this Agreement and to the extent required by the GIP, information provided pursuant to this Paragraph 6 shall be and remain confidential.
8. Until completion of the Replacement Generation Interconnection Study, the Transmission Provider shall keep confidential all information provided to it by the Replacement Generation Project Developer. Upon completion of the Replacement Generation Interconnection Study and, to the extent required by Commission regulations, the study results will be made publicly available upon request, except that the identity of the Replacement Generation Project Developer shall remain confidential.
9. Replacement Generation Project Developer acknowledges that, consistent with the Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Replacement Generation Interconnection Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

COST RESPONSIBILITY

10. The Replacement Generation Project Developer shall reimburse the Transmission Provider for the actual cost of the Replacement Generation Interconnection Study. The deposit paid by the Replacement Generation Project Developer described in Paragraph 2 of this Agreement shall be applied toward the Replacement Generation Project Developer's Replacement Generation Interconnection Study cost responsibility. The Replacement Generation Project Developer shall be responsible for and must pay all actual study costs. If at any time the Transmission Provider notifies the Replacement Generation Project Developer of estimated additional study costs, the Replacement Generation Project Developer must pay such estimated additional study costs within 20 Business Days of Transmission Provider sending the Replacement Generation Project Developer notification of such estimated additional study costs. If the Replacement Generation Project Developer fails to pay such estimated additional study costs within 20 Business Days of Transmission Provider sending the Replacement Generation Project Developer notification of such estimated additional study costs, then the Replacement Generation Interconnection Service Request shall be deemed to be terminated and withdrawn.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

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

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

MISCELLANEOUS

13. 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 electronically, or 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 by personal delivery to the Party, at the address specified below.

Transmission Provider

PJM Interconnection, L.L.C.

2750 Monroe Blvd.

Audubon, PA 19403

[email address for receipt of notices]

Replacement Generation Project Developer

[REDACTED]

14. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
15. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto. Parties acknowledge that, after execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution or obligations contained therein.
16. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.
17. Neither this Agreement nor the Replacement Generation Interconnection Study performed hereunder shall be construed as an application for service under Tariff, Part II or Tariff, Part III.
18. The provisions of the GIP that relate to Replacement Generation Interconnection Service are incorporated herein and made a part hereof.
19. **Governing Law, Regulatory Authority, and Rules**

This Agreement shall be deemed a contract made under, and the interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with, the applicable Federal and/or laws of the State of Delaware without regard to conflicts of laws provisions that would apply the laws of another jurisdiction. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

20. **No Third-Party Beneficiaries**

Except as stated in Paragraph 12 of this Agreement, this Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

21. **Multiple Counterparts**

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

22. **No Partnership**

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

23. **Severability**

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

24. **Reservation of Rights**

The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission (“FERC”) to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC’s rules and regulations thereunder, and the Replacement Generation Project Developer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC’s rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered.

CERTIFICATION

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

- Replacement Generation Project Developer's name, address, telephone number, and e-mail address; documentation proving the existence of a legally binding relationship between Replacement Generation Project Developer and any entity with a vested interest in this Agreement and associated project; and Replacement Generation Project Developer's banking information, or the banking information of any entity with a legally binding relationship to Replacement Generation Project Developer that wishes to make payments and receive refunds on behalf of Replacement Generation Project Developer, in association with this Agreement and corresponding project:
- Specification of the location of the proposed Replacement Generation Resource or deactivating Generating Facility (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the proposed Replacement Generation Resource site)
- Evidence of Site Control of the proposed Replacement Generation Resource site
- The megawatt size of the proposed Replacement Generation Resource
- Identification of the fuel type of the proposed Replacement Generation Resource
- Description of the equipment configuration and a set of preliminary electrical design specifications, and, if the proposed Replacement Generation Resource is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator
- The planned date that the proposed Replacement Generation Resource will be in service
- All additional information prescribed by the Transmission Provider in the PJM Manuals
- The full amount of the required deposit

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

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

By: _____
Name Title Date

Printed Name

Replacement Generation Project Developer: [Name of Party]

By: _____
Name Title Date

Printed Name