

The following chart lists the substantive revisions to Tariff, Parts II, III, IV, VI, VII, VIII and IX, made after draft Tariff sheets were posted for the March 23, 2022 meeting of the Markets and Reliability Committee. In addition to the substantive revisions, PJM has modified the Tariff sheets to: (a) number the Tariff sections in a manner consistent with other Tariff sections; (b) add, update, and revise for consistency Tariff cross-references; and (c) correct typographical or other non-substantive errors. PJM also is posting in clean and redlined format a revised version of the Tariff Table of Contents to reflect the addition of Tariff, Parts VII, VIII and IX, and minor changes to headings in Parts II, III, IV and VI.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
1.	Tariff, Part II, Section 17.1, Application	<p>A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written Application to: PJM Interconnection, L.L.C., 2750 Monroe Blvd., Audubon, PA 19403, at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible.</p> <p>Each of these methods will provide a time-stamped record for establishing the Project Identifier of the Completed Application.</p>	<p>A request for Firm Point-To-Point Transmission Service for periods of one year or longer must contain a written an Application to: PJM Interconnection, L.L.C., 2750 Monroe Blvd., Audubon, PA 19403 <u>submitted on the OASIS</u>, at least sixty (60) days in advance of the calendar month in which service is to commence. The Transmission Provider will consider requests for such firm service on shorter notice when feasible.</p> <p>Each of these methods will provide <u>A Completed Application for service that terminates within the 18-month ATC horizon will receive a timestamp establishing priority in accordance with Tariff, section 13.2. Requests for service for periods of one year or longer that terminate after the 18-month ATC horizon will receive</u> a time-stamped record for establishing the Project Identifier of the Completed Application.</p>	Changes made to require all applications to be submitted electronically through OASIS and clarify the procedures for receiving a timestamp.
2.	Tariff, Part II, Section 17.2, Completed Application	A Completed Application shall provide all of the information included in 18 C.F.R. § 2.20 including but not limited to the following:	A <u>If requested by the Transmission Provider, a</u> Completed Application shall provide all of the information included in 18 C.F.R. § 2.20 including but not limited to the following:	Change made because Transmission Provider will determine if a Completed Application is required.

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3.	Tariff, Part II, Section 17.4, Notice of Deficit Application	Upon receipt of a new or revised Application that fully complies with the requirements of Tariff, Part II, the Eligible Customer shall be assigned a new Project Identifier consistent with the date of the new or revised Application.	Upon receipt of a new or revised Application that fully complies with the requirements of Tariff, Part II, the Eligible Customer shall be assigned a new <u>queued time on the OASIS and/or</u> Project Identifier-, <u>as applicable</u> , consistent with the date of the new or revised Application.	Change made to clarify that the Eligible Customer can be assigned a new queued time over OASIS, in addition to being assigned a Project Identifier.
4.	Tariff, Part II, Section 19.2, Application and Studies Agreement and Study Deposit and Readiness Deposit	<p>(i) In addition to the Application and Studies Agreement, a Study Deposit and Readiness Deposit is required pursuant to Tariff, Part VII, Subpart ___ or Tariff, Part VIII, Subpart B, section A, ___, as applicable. In performing the System Impact Studies, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.</p> <p>(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.</p> <p>(iii) The Transmission Provider shall reimburse the affected Transmission Owner(s) for their study</p>	<p><u>A request for service for which a Phase I System Impact Study is required is subject to an Application and Studies Agreement along with a Study Deposit and Readiness Deposit(s), as set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</u></p> <p>(i) The Firm Transmission Feasibility Study Agreement will clearly specify the Transmission Provider's estimate (determined in coordination with the affected Transmission Owner(s)) of the actual cost, and time for completion of the Firm Transmission Feasibility Study. The charge shall not exceed the actual cost of the study. In performing the Firm Transmission Feasibility Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.</p>	Changes made to reflect the fact that a request for service will be subject to the procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.

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	<p>costs, if any, in connection with a System Impact Stud(ies).</p> <p>(iv) For System Impact Studies that the Transmission Provider conducts on behalf of a Transmission Owner, the Transmission Owner shall record the cost of the System Impact Studies pursuant to Tariff, Part I, section 8.</p>	<p>(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single Firm Transmission Feasibility Study is sufficient for the Transmission Provider to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.</p> <p>(iii) The Transmission Provider shall reimburse the affected Transmission Owner(s) for their study costs, if any, in connection with a Firm Transmission Feasibility Study.</p> <p>(iv) For Firm Transmission Feasibility Studies that the Transmission Provider conducts on behalf of a Transmission Owner, the Transmission Owner shall record the cost of the Firm Transmission Feasibility Studies pursuant to Tariff, Part I, section 8.</p>	
5. Tariff, Part II, Section 19.3, Phase I System Impact Study Procedures	After receiving a signed Application and Studies Agreement and the applicable deposits pursuant to Tariff, Part, VII Subpart __ or Tariff, Part VIII, Subpart __ as applicable, the Transmission Provider shall conduct a Phase I System Impact Study to make a preliminary determination of the type and scope of Network Upgrades that will be necessary to accommodate the Completed Application and provide the Eligible Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Eligible Customer’s cost	After receiving a signed Firm Transmission Feasibility Study Agreement and the applicable deposit of \$20,000, the Transmission Provider shall conduct a Firm Transmission Service Feasibility Study to make a preliminary determination of the type and scope of and Direct Assignment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Completed Application and provide the Eligible Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades	Changes made to reflect the fact that a request for service will be subject to the procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.

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	<p>responsibility, estimated consistent with Tariff, Part VII, section ___ or Tariff, Part VIII, section ___ as applicable. The Phase I System Impact Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall make the completed Phase I System Impact Study available pursuant to Tariff, Part VII, Subpart ___, or Tariff, Part VIII, Subpart ___, if applicable, and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Operating Agreement, section 18.17, related work papers to the Eligible Customer and the affected Transmission Owner(s). . The Transmission Provider shall conduct the Phase I System Impact Study in conjunction with the and pursuant to Cycle process conducted under Tariff, Part VII, section ___ or Tariff, Part VIII, section ___ as applicable.</p> <p>The Transmission Provider will use the same due diligence in completing the Phase I System Impact Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Phase I System Impact Study whether a subsequent Phase II System Impact Study will be needed to more fully assess and identify the Network Upgrades that will be needed to</p>	<p>and the Eligible Customer's cost responsibility, estimated consistent with Tariff, Part VI, section 217. The Transmission Service Feasibility Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall provide a copy of the Transmission Service Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Operating Agreement, section 18.17, related work papers to the Eligible Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall make the completed Transmission Service Feasibility Study publicly available. The Transmission Provider shall conduct Transmission Service Feasibility Studies two times each year in conjunction with the Interconnection Feasibility Studies conducted under Tariff, Part IV, section 36.2.</p> <p>The Transmission Provider will use the same due diligence in completing the Firm Transmission Feasibility Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Firm Transmission Feasibility Study whether a System Impact Study will be needed to more fully assess and identify the Network Upgrades and/or Local Upgrades that will be needed to</p>	

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	<p>accommodate all or part of the Eligible Customer's request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that Transmission Provider determines that a subsequent Phase II System Impact Study will be needed, the procedures and other terms of Tariff, Part VII or Part VIII shall apply to the Completed Application.</p>	<p>accommodate all or part of the Eligible Customer's request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that Transmission Provider determines that a System Impact Study will be needed, the procedures and other terms of Tariff, Part VI shall apply to the Completed Application.</p> <p><u>A request for service for which a Phase I System Impact Study is required is subject to the System Impact Study Procedures, as set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</u></p>	
6.	<p>Tariff, Part II, Section 19.3.1, Meeting with Transmission Provider</p> <p>19.3.1 Meeting with Transmission Provider:</p> <p>At the Eligible Customer's request, Transmission Provider, the Eligible Customer and the affected Transmission Owner shall meet at a mutually agreeable time to discuss the results of the System Impact Studies. Such meeting may occur in person or by telephone or video conference.</p>	<p>19.3.1 Meeting with Transmission Provider:</p> <p><u>19.3.1 [Reserved] Meeting with Transmission Provider:</u></p> <p>At the Eligible Customer's request, Transmission Provider, the Eligible Customer and the affected Transmission Owner shall meet at a mutually agreeable time to discuss the results of the Firm Transmission Feasibility Study. Such meeting may occur in person or by telephone or video conference.</p>	<p>Section marked as reserved as these procedures will be set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p>
7.	<p>Tariff, Part II, Section 19.4, Retaining Priority</p> <p>19.4 Retaining Priority:</p> <p>Except when the Transmission Provider determines that a subsequent Phase II System Impact Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of notification of the completed Phase I System Impact Study, the Eligible Customer must execute a Service</p>	<p>19.4 Retaining Queue Position:</p> <p><u>19.4 [Reserved] Retaining Queue Position:</u></p> <p>Except when the Transmission Provider determines that a System Impact Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of the completed Firm Transmission Feasibility Study, the Eligible Customer must execute a</p>	<p>Section marked as reserved as the procedures will be set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p>

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	Agreement or request the filing of an unexecuted Service Agreement pursuant to Tariff, Part II, section 15.3, or the Completed Application shall be deemed terminated and withdrawn.	Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Tariff, Part II, section 15.3, or the Completed Application shall be deemed terminated and withdrawn.	
8.	Tariff, Part II, Section 22.2, Modification On a Firm Basis Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Tariff, Part II, section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.	Any request by a Transmission Customer to modify Receipt and Delivery Points <u>of confirmed service</u> on a firm basis shall be treated as a new request for service in accordance with Tariff, Part II, section 17 hereof <u>and Tariff</u> , except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending <u>Part II, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement</u> <u>section 19 hereof, as applicable.</u>	Added reference to Tariff, section 19 and other revisions made, as section 19 addresses requests requiring a Phase I System Impact Study.
9.	Tariff, Part II, Section 23.1, Procedures for Assignment or Transfer of Service If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Tariff, Part II, section 13.2	If the <u>The</u> Assignee does not cannot request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other to any term or condition set forth in the original Service Agreement, the except for a change to commencement of service or reduction of the capacity, to the extent explicitly permitted by this Tariff. <u>The</u> Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. if the	Revised to clarify permissible changes.

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			Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Tariff, Part II, section 13.2.	
10.	Tariff, Part III, Section 29.3, Application Procedures	Applications should be submitted by entering the information listed below (except for applications for Network Integration Transmission Service pursuant to state required retail access programs for which Transmission Customers shall provide the information required under the Service Agreement) on the Transmission Provider’s OASIS. Prior to implementation of the Transmission Provider’s OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider’s time recorded telephone line. For applications pursuant to state required retail access programs, the information required under the Service Agreement should be submitted on the Transmission Provider’s specified electronic information system established for such programs. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. A Completed Application (other than applications for Network Integration Transmission Service pursuant to a state required retail access program, which shall be governed by Tariff, Attachment F-1 and the specifications thereto) shall provide all of the	<u>If requested by Transmission Provider,</u> Applications should be submitted by entering the information listed below (except for applications for Network Integration Transmission Service pursuant to state required retail access programs for which Transmission Customers shall provide the information required under the Service Agreement) on the Transmission Provider’s OASIS. Prior to implementation of the Transmission Provider’s OASIS, a Completed Application may be submitted by (i) transmitting the required information to the Transmission Provider by telefax, or (ii) providing the information by telephone over the Transmission Provider’s time recorded telephone line. For applications pursuant to state required retail access programs, the information required under the Service Agreement should be submitted on the Transmission Provider’s specified electronic information system established for such programs. Each of these methods will provide a time-stamped record for establishing the service priority of the Application. <u>A-If requested by Transmission Provider, a</u> Completed Application (other than applications for Network Integration Transmission Service pursuant to a state required retail access program, which shall be governed by Tariff, Attachment F-1 and the specifications	Change made because Transmission Provider will determine if additional information is required, and because any information requested must be provided electronically through OASIS.

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		information included in 18 C.F.R. § 2.20 including but not limited to the following:	thereto) shall provide all of the information included in 18 C.F.R. § 2.20 including but not limited to the following:	
11.	Tariff, Part III, Section 29.2A, Determination of Available Transfer Capability	In the event sufficient transfer capability may not exist to accommodate a request for Network Integration Transmission Service, and such request does not commence and terminate within the 18 month ATC horizon, the Transmission Provider will respond by performing (in coordination with the affected Transmission Owner or Transmission Owners to the extent necessary) a Phase I System Impact Study as described in Tariff, Part III, section 32. If a request for Long-Term Firm Network Integration Transmission Service falls entirely within the ATC horizon, the request will be evaluated based on the posted ATC.	In the event sufficient transfer capability may not exist to accommodate a request for Network Integration Transmission Service, and such request does not commence and terminate within the 18 month ATC horizon, the Transmission Provider will respond by performing (in coordination with the affected Transmission Owner or Transmission Owners to the extent necessary) a Phase I System Impact Study as described in Tariff, Part III, section 32. If a request for Long-Term Firm Network Integration Transmission Service falls entirely within the ATC horizon, the request will be evaluated based on the posted ATC. <u>Requests that terminate beyond the 18-month ATC horizon require a Phase I System Impact Study and shall be subject to Tariff, Part VII or Tariff, Part VIII, as applicable.</u>	Change made to clarify study procedures and updates Tariff references.
12.	Tariff, Part III, Section 32.2, Study Deposit and Readiness Deposit	(i) In addition to the Application and Studies Agreement, a Study Deposit and Readiness Deposit is required pursuant to Tariff, Part VII, Subpart ____, or Tariff, Part VIII, Subpart B, __section A, as applicable. __In performing the System Impact Studies, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges	<u>A request for service for which a Phase I System Impact Study is required is subject to the Study Deposit and Readiness Deposit(s), as set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</u> (i) — The Firm Transmission Feasibility Study Agreement will clearly specify the Transmission Provider's estimate (determined in coordination with the affected Transmission Owner(s)) of the actual cost, and time for completion of the Firm Transmission Feasibility Study. The charge shall	Changes made to reflect the fact that a request for service will be subject to the procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.

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	<p>associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer’s request for service on the Transmission System.</p> <p>(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.</p> <p>(iii) The Transmission Provider shall reimburse the affected Transmission Owner(s) for their study costs, if any, in connection with a System Impact Stud(ies).</p> <p>(iv) For System Impact Studies that the Transmission Provider conducts on behalf of a Transmission Owner, the Transmission Owner shall record the cost of the System Impact Studies pursuant to Tariff, Part I, section 8.</p>	<p>not exceed the actual cost of the study. In performing the Firm Transmission Feasibility Study, the Transmission Provider shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer’s request for service on the Transmission System.</p> <p>(ii) If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single Firm Transmission Feasibility Study is sufficient for the Transmission Provider to accommodate the service requests, the costs of that study shall be pro-rated among the Eligible Customers.</p> <p>(iii) The Transmission Provider shall reimburse the affected Transmission Owner(s) for their study costs, if any, in connection with a Firm Transmission Feasibility Study.</p> <p>(iv) For Firm Transmission Feasibility Studies that the Transmission Provider conducts on behalf of a Transmission Owner, the Transmission Owner shall record the cost of the Firm Transmission Feasibility Studies pursuant to Tariff, Part I, section 8.</p>	

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13.	Tariff, Part III, Section 32.3, Phase I System Impact Study Procedures	<p>After receiving a signed Application and Studies Agreement and the applicable deposits outlined in Tariff Part VII Subpart ___ or Tariff Part VIII Subpart ___ as applicable the Transmission Provider shall conduct a Phase I System Impact Study to make a preliminary determination of the type and scope of and Network Upgrades that will be necessary to accommodate the Completed Application and provide the Eligible Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Eligible Customer's cost responsibility, estimated consistent with Tariff, Part VII, section ___ or Tariff, Part VIII, section ___ as applicable. The Phase I System Impact Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall make the completed Phase I System Impact Study available pursuant to Tariff, Part VII, Subpart ___, or Tariff, Part VIII, Subpart ___, if applicable, and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Operating Agreement, section 18.17, related work papers to the Eligible Customer and the affected Transmission Owner(s). The Transmission Provider shall conduct a Phase I System Impact Study in conjunction with and pursuant to the Cycle process conducted under</p>	<p><u>A request for service for which a Phase I System Impact Study is required is subject to the System Impact Study Procedures, as set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</u></p> <p>After receiving a signed Firm Transmission Feasibility Study Agreement and the applicable deposit of \$20,000, the Transmission Provider shall conduct a Firm Transmission Service Feasibility Study to make a preliminary determination of the type and scope of and Direct Assignment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Completed Application and provide the Eligible Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Eligible Customer's cost responsibility, estimated consistent with Tariff, Part VI, section 217. The Transmission Service Feasibility Study assesses the practicality and cost of accommodating the requested service. The analysis is limited to load-flow analysis of probable contingencies. The Transmission Provider shall provide a copy of the Transmission Service Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Operating Agreement, section 18.17, related work papers to the Eligible Customer and the affected Transmission Owner(s). Upon completion, the Transmission</p>	<p>Changes made to reflect the fact that a request for service will be subject to the procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p>

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	<p>Tariff, Part VII, section ___ or Tariff, Part VIII, section ___ as applicable.</p> <p>The Transmission Provider will use the same due diligence in completing the Phase I System Impact Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Phase I System Impact Study whether a subsequent Phase II System Impact Study will be needed to more fully assess and identify the Network Upgrades that will be needed to accommodate all or part of the Eligible Customer's request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that Transmission Provider determines that a subsequent Phase II System Impact Study will be needed, the procedures and other terms of Tariff, Part VII or Part VIII as applicable shall apply to the Completed Application.</p>	<p>Provider shall make the completed Transmission Service Feasibility Study publicly available. The Transmission Provider shall conduct Transmission Service Feasibility Studies two times each year in conjunction with the Interconnection Feasibility Studies conducted under Tariff, Part III, section 36.2.</p> <p>The Transmission Provider will use the same due diligence in completing the Firm Transmission Feasibility Study for an Eligible Customer as it uses when completing studies for a Transmission Owner. The Transmission Provider shall notify the Eligible Customer immediately upon completion of the Firm Transmission Feasibility Study whether a System Impact Study will be needed to more fully assess and identify the Network Upgrades and/or Local Upgrades that will be needed to accommodate all or part of the Eligible Customer's request for service or that no costs are likely to be incurred for new transmission facilities or upgrades. In the event that Transmission Provider determines that a System Impact Study will be needed, the procedures and other terms of Tariff, Part VI shall apply to the Completed Application.</p>	
<p>14. Tariff, Part III, Section 32.3.1, [Reserved]</p>	<p>32.3.1 Meeting with Transmission Provider:</p> <p>At the Eligible Customer's request, Transmission Provider, the Eligible Customer and the affected Transmission Owner shall meet at a mutually</p>	<p>32.3.1 _____ [Reserved] Meeting with Transmission Provider:</p> <p>At the Eligible Customer's request, Transmission Provider, the Eligible Customer and the affected</p>	<p>Section marked as reserved as these procedures will be set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p>

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		agreeable time to discuss the results of the System Impact Studies. Such meeting may occur in person or by telephone or video conference.	Transmission Owner shall meet at a mutually agreeable time to discuss the results of the Firm Transmission Feasibility Study. Such meeting may occur in person or by telephone or video conference.	
15.	Tariff, Part III, Section 32.4, [Reserved]	<p>Retaining Priority:</p> <p>Except when the Transmission Provider determines that a subsequent Phase II System Impact Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of notification of the completed Phase I System Impact Study, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.</p>	<p>[Reserved]Retaining PriorityQueue Position:</p> <p>Except when the Transmission Provider determines that a System Impact Study is needed, in order for a request to remain a Completed Application, within thirty (30) days after its receipt of the completed Firm Transmission Feasibility Study, the Eligible Customer must execute a Service Agreement or request the filing of an unexecuted Service Agreement, or the Application shall be deemed terminated and withdrawn.</p>	Section marked as reserved as these procedures will be set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.
16.	Tariff, Part IV, Preamble	This Part IV shall apply to apply to New Service Requests received prior to April 1, 2018. An Interconnection Customer that proposes to (i) interconnect a generating unit to the Transmission System in the PJM Region, (ii) increase the capacity of a generating unit in the PJM Region, (iii) interconnect Merchant Transmission Facilities with the Transmission System, (iv) increase the capacity of existing Merchant Transmission Facilities interconnected to the Transmission System, or (v) interconnect a generating unit to distribution facilities located in	<p><u>This Part IV shall apply to apply to: (a) any New Service Request received prior to April 1, 2018; and (b) any New Service Request for which, as of the Transition Date (defined in Tariff, Part VII), the Interconnection Customer has received for execution an Interconnection Service Agreement or wholesale market participation agreement or has directed the Transmission Provider to file an Interconnection Service Agreement or wholesale market participation agreement unexecuted. New Service Requests received on or after April 1, 2018 for which Interconnection Customers</u></p>	Changes made to clarify scope and application of Part IV.

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	<p>the PJM Region that are used for transmission of power in interstate commerce, and to make wholesale sales using the output of the generating unit shall request interconnection with the Transmission System pursuant to, and shall comply with, the terms, conditions, and procedures set forth in Tariff, Part IV. Tariff, Part IV, Subpart G and related portions of the PJM Manuals apply to Interconnection Requests involving new Small Generation Resources or increases of 20 MW or less to the capability of existing generation resources over any consecutive 24-month period. Upgrade Customers that propose Upgrade Requests seeking Incremental Auction Revenue Rights shall also comply with the terms, conditions, and procedures set forth in Tariff, Part VI. Tariff, Part VI contains procedures, terms and conditions governing the Transmission Provider’s administration of the New Services Queue, System Impact Studies and Facilities Studies of Interconnection Requests (as well as other New Service Requests), and agreements related to such studies and Interconnection Service. Each Interconnection Customer must pay for any Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate the requested interconnection. Notwithstanding the foregoing, by August 31 of each calendar year, PJM shall solicit requests from Generation Owners of Intermittent Resources and Environmentally Limited Resources which seek to</p>	<p>have not received for execution or directed to be filed unexecuted an Interconnection Service Agreement or wholesale market participation agreement will be subject to the Generation Interconnection Procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p> <p>An Interconnection Customer that proposes to (i) interconnect a generating unit to the Transmission System in the PJM Region, (ii) increase the capacity of a generating unit in the PJM Region, (iii) interconnect Merchant Transmission Facilities with the Transmission System, (iv) increase the capacity of existing Merchant Transmission Facilities interconnected to the Transmission System, or (v) interconnect a generating unit to distribution facilities located in the PJM Region that are used for transmission of power in interstate commerce, and to make wholesale sales using the output of the generating unit shall request interconnection with the Transmission System pursuant to, and shall comply with, the terms, conditions, and procedures set forth in Tariff, Part IV-of the Tariff. Tariff, Part IV, Subpart G of Part IV-of the Tariff and related portions of the PJM Manuals apply to Interconnection Requests involving new Small Generation Resources or increases of 20 MW or less to the capability of existing generation resources over any consecutive 24-month period. Upgrade Customers that propose Upgrade Requests seeking Incremental Auction Revenue</p>	

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	<p>obtain additional Capacity Interconnection Rights related to the winter period (defined as November through April of a Delivery Year) for the purposes of aggregation under the Tariff, Attachment DD. Such additional Capacity Interconnection Rights would be for a one-year period as specified by PJM in the solicitation. Responses to such solicitation must be submitted by such interested Generation Owners by October 31 prior to the upcoming Base Residual Auction. Such requests shall be studied for deliverability similar to any Generation Interconnection Customer seeking to enter the New Services Queue; however, such requests shall not be required to enter the New Services Queue. PJM shall study such requests in a manner so as to prevent infringement on available system capabilities of any resource which is already in service, or which has an executed Interconnection Service Agreement, Transmission Service Agreement, Upgrade Construction Service Agreement, or has obtained a Queue Position in the New Services Queue.</p>	<p>Rights shall also comply with the terms, conditions, and procedures set forth in <u>Tariff</u>, Part VI of the Tariff. <u>Tariff</u>, Part VI of the Tariff contains procedures, terms and conditions governing the Transmission Provider’s administration of the New Services Queue, System Impact Studies and Facilities Studies of Interconnection Requests (as well as other New Service Requests), and agreements related to such studies and Interconnection Service. Each Interconnection Customer must pay for any Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate the requested interconnection. Notwithstanding the foregoing, by August 31 of each calendar year, PJM shall solicit requests from Generation Owners of Intermittent Resources and Environmentally Limited Resources which seek to obtain additional Capacity Interconnection Rights related to the winter period (defined as November through April of a Delivery Year) for the purposes of aggregation under the Tariff, Attachment DD. Such additional Capacity Interconnection Rights would be for a one-year period as specified by PJM in the solicitation. Responses to such solicitation must be submitted by such interested Generation Owners by October 31 prior to the upcoming Base Residual Auction. Such requests shall be studied for deliverability similar to any Generation Interconnection Customer seeking to enter the New Services Queue; however, such requests</p>	

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p>shall not be required to enter the New Services Queue. PJM shall study such requests in a manner so as to prevent infringement on available system capabilities of any resource which is already in service, or which has an executed Interconnection Service Agreement, Transmission Service Agreement, Upgrade Construction Service Agreement, or has obtained a Queue Position in the New Services Queue.</p>	
17.	Tariff, Part VI, Preamble	<p>This Part VI shall apply to apply to New Service Requests received prior to April 1, 2018. Tariff. Part VI sets forth the procedures and other terms governing the Transmission Provider’s administration of the New Services Queue; procedures and other terms regarding studies and other processing of New Service Requests; the nature and timing of the agreements required in connection with studies and construction of required facilities; and terms and conditions relating to the rights available to New Service Customers in consideration of their payments for Customer-Funded Upgrades.</p> <p>New Service Requests received on or after April 1, 2018 will be subject to the Generation Interconnection Procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</p>	<p><u>This Part VI shall apply to apply to: (a) any New Service Request received prior to April 1, 2018; and (b) any New Service Request for which, as of the Transition Date (defined in Tariff, Part VII), the Interconnection Customer has received for execution an Interconnection Service Agreement or wholesale market participation agreement or has directed the Transmission Provider to file an Interconnection Service Agreement or wholesale market participation agreement unexecuted. New Service Requests received on or after April 1, 2018 for which Interconnection Customers have not received for execution or directed to be filed unexecuted an Interconnection Service Agreement or wholesale market participation agreement will be subject to the Generation Interconnection Procedures set forth in Tariff, Part VII or Tariff, Part VIII, as applicable.</u></p> <p>Tariff, Part VI of the Tariff sets forth the procedures and other terms governing the Transmission Provider’s administration of the</p>	Changes made to clarify scope and application of Part IV.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			New Services Queue; procedures and other terms regarding studies and other processing of New Service Requests; the nature and timing of the agreements required in connection with studies and construction of required facilities; and terms and conditions relating to the rights available to New Service Customers in consideration of their payments for Customer-Funded Upgrades.	
18.	Tariff, Part VII, Subpart A, section 300, Definitions	No previous language.	<u>For purposes of these Generation Interconnection Procedures and any agreement set forth in Tariff, Part IX, in the event of a conflict between the definitions set forth herein and the definitions set forth in Tariff, Part I, the definitions set forth in these Generation Interconnection Procedures shall control.</u>	Change made to address potential conflict in Tariff provision.
19.	Tariff, Part VII, Subpart A, section 300, Definition of Generator Upgrades	Generator Upgrades: “Generator Upgrades” shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Project Developer’s wholesale sale of electricity in interstate commerce.	Definition of Generator Upgrades removed.	Definition removed as unnecessary.
20.	Tariff, Part VII, Subpart A, section 300, Definition of OASIS	No previous language.	<u>Open Access Same-Time Information System (OASIS) or PJM Open Access Same-Time Information System:</u>	Definition added.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>“Open Access Same-Time Information System,” “PJM Open Access Same-Time Information System” or “OASIS” shall mean the electronic communication and information system and standards of conduct contained in Part 37 and Part 38 of the Commission’s regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS for the collection and dissemination of information about transmission services in the PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.</u></p>	
21.	Tariff, Part VII, Subpart A, section 300, Definition of Surplus Interconnection	<p>Surplus Interconnection Request: “Surplus Interconnection Request” shall mean a request submitted by a Surplus Project Developer, pursuant to section [to be determined] of this Tariff, Part VII, to utilize Surplus Interconnection Service within the Transmission System in the PJM Region. A Surplus Interconnection Request is not a New Service Request.</p>	<p>“Surplus Interconnection Request” definition removed.</p>	<p>Definition deleted as unnecessary in Tariff, Part VII.</p>
22.	Tariff, Part VII, Subpart A, section 300, Definition of Transition Date	<p>No previous language.</p>	<p><u>Transition Date:</u> <u>“Transition Date” shall mean the later of: (i) the effective date of Transmission Provider’s Docket No. ER22-XXXX transition cycle filing seeking FERC acceptance of this Tariff, Part VII or (ii) the date by which all AD2 and prior queue window Interconnection Service Agreements or wholesale</u></p>	<p>Definition added.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<u>market participation agreements have been executed or filed unexecuted.</u>	
23.	Tariff, Part VII, Subpart A, section 300, Definition of Wholesale Transaction	No previous language.	<u>Wholesale Transaction:</u> <u>“Wholesale Transaction” shall mean any transaction involving the transmission or sale for resale of electricity in interstate commerce that utilizes any portion of the Transmission System.</u>	Definition added.
24.	Tariff, Part VII, Subpart A , section 301, Transition Introduction	a. Tariff, Part VII applies to all projects that have not either been tendered or have executed an Interconnection Service Agreement or Wholesale Market Participation Agreement [as of the Effective Date of the Tariff, Part VII]. <ul style="list-style-type: none"> i. [As of the Effective Date of the Tariff, Part VII], valid AE1- ii. AG1 projects that have not either executed or received for execution a final Interconnection Service Agreement or Wholesale Market Participation Agreement will have to demonstrate readiness pursuant to Tariff, Part VII in order to move forward in the interconnection transition process. 	Tariff, Part VII applies to all projects that have not either been tendered or have executed any project for which the Project Developer, Eligible Customer or Upgrade Customer has submitted a New Service Request between April 1, 2018 and September 30, 2021, and for which, as of the Transition Date, Transmission Provider has not tendered for execution an Interconnection Service Agreement or, Wholesale Market Participation Agreement [as of the Effective Date of the Tariff, Part VII]. <u>or Upgrade Construction Service Agreement.</u> [As of the Effective Date of the Tariff, Part VII] <u>a.</u> <u>As of the Transition Date,</u> valid AE1-AG1 projects that have not either executed or received for execution a final Interconnection Service Agreement or Wholesale Market Participation Agreement will have to demonstrate readiness pursuant to Tariff, Part VII , Subpart A, section 301(A)(3)(b). in order to move forward in the interconnection transition process.	Changes made to clarify the scope of Tariff, Part VII.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
25.	Tariff, Part VII, Subpart A, section 301, Transition Introduction	Cost Responsibility Agreement. A Project Developer with an existing generating facility that desires to enter into a GIA with Transmission Provider and Transmission Owner shall be required to enter into a Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart F. The Cost Responsibility Agreement provides the terms, conditions, study deposit, and cost responsibility for Project Developer to pay Transmission Provider’s actual costs to perform certain modeling, studies or analysis to determine whether the Project Developer may enter into a GIA with Transmission Provider and Transmission Owner.	Cost Responsibility Agreement. A Project Developer with an existing generating facility that <u>is not a party to an interconnection agreement with Transmission Provider and the relevant Transmission Owner, that</u> desires to enter into a GIA with Transmission Provider and Transmission Owner shall be required to enter into a Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart F. The Cost Responsibility Agreement provides the terms, conditions, study deposit <u>Study Deposit</u> , and cost responsibility for Project Developer to pay Transmission Provider’s actual costs to perform certain modeling, studies or analysis to determine whether the Project Developer may enter into a GIA with Transmission Provider and Transmission Owner.	Changes made to clarify the scope of a Cost Responsibility Agreement.
26.	Tariff, Part VII, Subpart A, section 302, Site Control	With the exception of Tariff, Part VII, subpart A.3, section C.A.(e), exclusivity is evidenced by written acknowledgement from the land owner as part of the Site Control that, for the Term, the land owner cannot make the Site Control identified land available for purchase or lease to any other person or entity other than the Project Developer.	With the exception of Tariff, Part VII, subpart A.3 <u>Subpart A</u> , section C.A.(e) <u>302(A)(5)(b)</u> , exclusivity is evidenced by written acknowledgement from the land owner as part of the Site Control that, for the Term, the land owner cannot make the Site Control identified land available for purchase or lease to any other person or entity other than the Project Developer <u>for any use that would interfere with Project Developer’s generation or merchant transmission activities</u>	Changes made to clarify Site Control requirements.
27.	Tariff, Part VII, section 303, Transition Eligibility	Within the later of 60 calendar days (i) after the effective date of Transmission Provider’s PJM Docket No. ER22-XXXX transition cycle filing (“Transition Cycle Filing”) seeking FERC acceptance of this Tariff, Part VII or (ii) after	Within the later of 60 calendar days (i) after the effective date of <u>Transmission Provider’s PJM Docket No. ER22-XXXX transition cycle filing (“Transition Cycle Filing”)</u> seeking FERC acceptance of this Tariff, Part VII or (ii) after	Changes made to clarify scope and correct a typographical error.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>execution of all AD2 and prior interconnection related service agreements (“Transition Date”), a Project Developer that submitted a valid Interconnection Request to Transmission Provider during the period April 1, 2018 through September 30, 2020 (the AE1 through AG1 New Services Queues) and who has not been tendered an Interconnection Service Agreement or Wholesale Market Participant Agreement under Tariff, Part VI, and whose New Service Request has not been withdrawn, shall</p>	<p>execution of all AD2 and prior interconnection related service agreements (“Transition Date”) of the Transition Date, a Project Developer that submitted a valid Interconnection Request to Transmission Provider during the period April 1, 2018 through September 30, 2020 (the AE1 through AG1 New Services Queues) and who has not been tendered an Interconnection Service Agreement or Wholesale Market Participant Participation Agreement under Tariff, Part VI, and whose New Service Request has not been withdrawn, shall:</p>	
<p>28. Tariff, Part VII, section 303, Transition Eligibility</p>	<p>remit to and be received by Transmission Provider a Readiness Deposit of \$4,000/MW. Such payment shall be by wire transfer or loc/provide queue #], and shall not be at-risk prior to the end of Decision Point I. Such Readiness Deposit shall be at-risk at the end of Decision Point I as set forth in Tariff, Part VII, section [to be provided]; and</p>	<p>remit-Remit to and be-have received by Transmission Provider a Readiness Deposit of \$4,000/MW. Such payment shall be by wire transfer or loc/provide queue #], <u>posting of a letter of credit</u>, and shall not be at-risk prior to the end of Decision Point I. <u>Any Readiness Deposit provided, in whatever form, shall include the Project Identifier, conspicuously marked</u> Such Readiness Deposit shall be at-risk at the end of Decision Point I as set forth in Tariff, Part VII, <u>Subpart D, section [to be provided]309</u>; and</p>	<p>Changes made to clarify Readiness Deposit requirements.</p>
<p>29. Tariff, Part VII, section 303, Transition Eligibility</p>	<p>demonstrate Site Control over one or more parcels of land for the purpose of constructing a Generating Facility or Merchant Transmission Facility through a deed, lease, or option for at least a one-year term beginning from the Transition Date, consistent with the requirements of Tariff, Part VII, Subpart A.3</p>	<p>demonstrate-Demonstrate Site Control over one or more parcels of land for the purpose of constructing a Generating Facility or Merchant Transmission Facility through a deed, lease, or option for <u>100 percent of the Generation Facility site including the location of the high-voltage side of the Generating Facility’s main power transformer(s) for</u> at least a one-year term beginning from the Transition Date, consistent</p>	<p>Changes made to clarify Site Control requirements.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			with the requirements of Tariff, Part VII, Subpart <u>A.3B, section 302</u>	
30.	Tariff, Part VII, Subpart A, section 304, AE1-AG1 Expedited Process Eligibility	<p>The Cycle process for Transition Cycle #1 includes three study Phases:</p> <ol style="list-style-type: none"> 1. Phase I System Impact Study; and 2. Phase II System Impact Study; and 3. Phase III System Impact Study <p>There is no Application Review Phase for Transition Cycle #1. Common procedures, specific procedures and other terms relative to the three study Phases are set forth in Tariff Part VII Section C.1 below.</p>	<p>The Cycle process for Transition Cycle #1 includes three study Phases <u>and three Decision Points</u>:</p> <p>Phase I System Impact Study <u>and Decision Point I</u>; and Phase II System Impact Study <u>and Decision Point II</u>; and Phase III System Impact Study <u>and Decision Point III</u></p> <p>There is no Application Review Phase for Transition Cycle #1. Common procedures, specific procedures and other terms relative to the three study Phases are set forth in Tariff Part VII Section C.1 below</p>	Changes made to clarify Cycle process.
31.	Tariff, Part VII, Subpart C, section 305 Introduction, Overview and Eligibility	<p>a. To move forward in Transition Cycle #2, each Project Developer or Eligible Customer with valid projects in AG2-AH1 must submit the Application and System Study Agreement in the form set forth in Tariff, Attachment IX and submit the required Study Deposit amounts and a Readiness Payment, as set forth below in Tariff, Part VII, Subsection B, Section [to be provided], Application Rules.</p> <ol style="list-style-type: none"> 1. the fuel type may not change; and 2. Maximum Facility Output and/or Capacity Interconnection Rights values shall not increase but may be reduced up to 100 percent; and 	<p>To move forward in Transition Cycle #2, each Project Developer or Eligible Customer with valid projects in AG2- <u>through</u> AH1 must submit the Application and System Study Agreement in the form set forth in Tariff, Attachment IX and submit the required Study Deposit amounts and a Readiness Payment, as set forth below in Tariff, Part VII, Subsection B Subpart C, Section [to be provided] <u>section 306</u>, Application Rules. <u>The following restrictions apply to the Application and System Study Agreement to be submitted by the Project Developer or Eligible Customer:</u></p>	Changes made to clarify requirements to proceed through Cycle.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>3. the Project Developer must choose between the primary or secondary Point of Interconnection as previously identified in its New Service Request; and</p> <p>4. Eligible Customer transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission System shall not increase but may be reduced up to 100 percent.</p>	<p><u>the fuel type may not change from that which was previously submitted for the valid projects in AG2 through AH1; and</u></p> <p>the fuel type may not change; and</p> <p>Maximum Facility Output and/or Capacity Interconnection Rights values shall not increase but may be reduced up to 100 percent <u>from that which was previously submitted for the valid projects in AG2 through AH1; and</u></p> <p>the Project Developer must choose between the primary or secondary Point of Interconnection as previously identified in its New Service Request <u>from that which was previously submitted for the valid projects in AG2 through AH1; and</u></p> <p>Eligible Customer transmission capacity requested for each Point of Receipt and each Point of Delivery on the Transmission System shall not increase but may be reduced up to 100 percent <u>from that which was previously submitted for the valid projects in AG2 through AH1.</u></p>	
32. Tariff, Part VII, Subpart D, section 307, Introduction	7. If applicable, the studies for a Transmission Project Developer New Service Request shall also include a preliminary estimate of the Incremental Deliverability Rights associated with the customer’s proposed Merchant Transmission Facilities.	If applicable, the studies for a Transmission Project <u>Project</u> Developer New Service Request shall also include a preliminary estimate of the Incremental Deliverability Rights associated with the customer’s <u>Transmission Project Developer’s</u> proposed Merchant Transmission Facilities.	Changes made to clarify study information and clarify terminology.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
33.	Tariff, Part VII, Subpart D, section 307, Introduction	<p>Where the New Service Request calls for accelerating the construction of Network Upgrades that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Network Upgrade. The Transmission Provider shall identify the New Service Requests in the Cycle contributing to the need for the required Network Upgrades within the New Services Queue. The New Service Requests to cause the need for Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Network Upgrades shall be further allocated to subsequent projects in the Cycle, pursuant to each New Service Request's megawatt contribution to the need for the Network Upgrades.</p>	<p>Where the New Service Request calls for accelerating the construction of Network Upgrades that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Project Developer or Eligible Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Network Upgrade.</p> <p><u>The Transmission Provider shall determine the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each Cycle, by studying the impact of the projects the Cycle in their entirety, and not incrementally. Interconnection Facilities and Network Upgrades shall be studied in their entirety and according to the following process: The Transmission Provider shall identify the New Service Requests in the Cycle contributing to the need for the required Network Upgrades within the New Services Queue Cycle. The All New Service Requests to cause that contribute to the need for</u></p>	Changes made to clarify scope of process.

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	<p>There will be no inter-Cycle of costs for Interconnection Facilities or Network Upgrades identified in the System Impact Study costs identified in a Cycle; all such costs shall be allocated to New Service Requests in that Cycle.</p>	<p><u>a Network Upgrades Upgrade will always receive a cost allocation. Costs for the minimum amount of Network Upgrades shall be further allocated to subsequent projects in the Cycle, for that upgrade pursuant to each New Service Request’s megawatt contribution to the need for the Network Upgrades reliability violation identified on the transmission system in accordance with PJM Manuals.</u></p> <p>There will be no inter-Cycle of costs <u>cost allocation</u> for Interconnection Facilities or Network Upgrades identified in the System Impact Study costs identified in a Cycle; all such costs shall be allocated to New Service Requests in that Cycle</p>	
<p>34. Tariff, Part VII, Subpart D, section 309, Phase I</p>	<p>2. At the conclusion of the Cycle, refund to Project Developer or Eligible Customer up to 50% of Readiness Deposit No. 1 pursuant to Tariff Part VII, Subpart C, [Readiness Deposit refund provisions in Application rules]</p> <p>ii. At the conclusion of Transmission Provider’s deficiency review for Decision Point I, refund to the Project Developer or Eligible Customer up to 90 percent of its Study Deposit submitted with its New Service Request during the Application Phase, less any actual costs.</p>	<p>At the conclusion of the Cycle, refund to Project Developer Developers or Eligible Customer Customers will be refunded up to 50% percent of Readiness Deposit No. 1 pursuant to Tariff- Part VII, Subpart CA, [Readiness Deposit refund provisions in Application rules] <u>section 301(A)(3).</u></p> <p>At the conclusion of Transmission Provider’s deficiency review for Decision Point I, refund to the Project Developer Developers or Eligible Customer Customers will be refunded up to 90 percent of its <u>their</u> Study Deposit submitted with its <u>their</u> New Service Request during the Application Phase, less any actual costs.</p>	<p>Changes made to clarify refund provisions.</p>
<p>35. Tariff, Part VII, Subpart D, section 309, Phase I</p>	<p>i. Project Developer must notify Transmission Provider in writing prior to the close of Decision Point I. No modifications to the Point</p>	<p>Project Developer must notify Transmission Provider in writing <u>of any changes to its Point of Interconnection</u> prior to the close of Decision Point I. No modifications to the Point of</p>	<p>Change made to clarify notification requirements.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		of Interconnection will be accepted for any reason after the close of Decision Point I.	Interconnection will be accepted for any reason after the close of Decision Point I.	
36.	Tariff, Part VII, Subpart D, section 314, Final Agreement Negotiation Phase	1. If a different New Service Request is withdrawn during Decision Point III after a draft agreement has been tendered to Project Developer or Eligible Customer, and that withdrawn New Service Request impacts the Project Developer's or Eligible Customer tendered draft, Transmission Provider shall use Reasonable Efforts to update and reissue the tendered draft within ___ Business Days.	If a different New Service Request is withdrawn during Decision Point III after a draft agreement has been tendered to Project Developer or Eligible Customer, and that withdrawn New Service Request impacts the Project Developer's or Eligible Customer tendered draft, Transmission Provider shall use Reasonable Efforts to update and reissue the tendered draft within <u>15</u> Business Days.	Missing date filled in.
37.	Tariff, Part VII, Subpart D, section 314, Final Agreement Negotiation Phase	If the Project Developer or Eligible Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the other parties of the impasse, and may file the unexecuted agreement with the FERC.	If the Project Developer or Eligible Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff, or request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the other parties of the impasse, and may file the unexecuted agreement with the FERC.	Changes made to clarify provisions and for consistency with other Tariff provisions.
38.	Tariff, Part VII, Subpart D, section 314, Final	No previous language.	<u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion</u>	Language added to clarify provisions and for consistency with other Tariff provisions.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Agreement Negotiation Phase		<u>Plan, consistent with Operating Agreement, Schedule 5; or</u>	
39.	Tariff, Part VII, Subpart E, section 329	<p>15.1 Incremental Auction Revenue Rights:</p> <p>15.1.1 Right of Transmission Project Developer, Eligible Customer, or Upgrade Customer to Incremental Auction Revenue Rights:</p> <p>A Transmission Project Developer, Eligible Customer, or Upgrade Customer that (a) pursuant to this Tariff, Part VII reimburses Transmission Provider for the costs of constructing or completing Network Upgrades required to accommodate its New Service Request, or (b) pursuant to its Construction Service Agreement undertakes responsibility for constructing or completing Network Upgrades required to accommodate its New Service Request, shall be entitled to receive the Incremental Auction Revenue Rights as determined in accordance with this section 15.1.</p>	<p>Incremental Rights</p> <p><u>Incremental</u> Auction Revenue Rights:</p> <p>Right of Transmission Project Developer, Eligible Customer, or Upgrade Customer to Incremental Auction Revenue Rights:</p> <p>A Transmission Project Developer, Eligible Customer, or Upgrade Customer that (a) pursuant to this Tariff, Part VII reimburses Transmission Provider for the costs of constructing or completing Network Upgrades required to accommodate its New Service Request <u>or Upgrade Request</u>, or (b) pursuant to its Construction Service Agreement undertakes responsibility for constructing or completing Network Upgrades required to accommodate its New Service Request <u>or Upgrade Request</u>, shall be entitled to receive the Incremental Auction Revenue Rights as determined in accordance with this <u>Tariff, Part VII, Subpart E, section 15.1329(A).</u></p>	Changes made to clarify applicability.
40.	Tariff, Part VII, Subpart E, section 329	No less than forty-five (45) days prior to the in-service date, as determined by the Office of the Interconnection, of the applicable transmission facility or upgrade related to a New Service Request, the Office of the Interconnection shall notify the Transmission Project Developer, Eligible Customer, or Upgrade Customer that has	No less than forty-five (45) <u>45</u> days prior to the in-service date, as determined by the Office of the Interconnection, of the applicable transmission facility or upgrade related to a New Service Request <u>or Upgrade Request</u> , the Office of the Interconnection shall notify the Transmission Project Developer, Eligible Customer, or Upgrade	Changes made to clarify applicability.

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		responsibility to reimburse the costs of, or responsibility for, constructing or completing the transmission facility or upgrade, that initial requests for Incremental Auction Revenue Rights associated with the transmission facility or upgrade must be submitted to the Office of the Interconnection within a time period specified by the Office of the Interconnection in the notification.	Customer that has responsibility to reimburse the costs of, or responsibility for, constructing or completing the transmission facility or upgrade, that initial requests for Incremental Auction Revenue Rights associated with the transmission facility or upgrade must be submitted to the Office of the Interconnection within a time period specified by the Office of the Interconnection in the notification.	
41.	Tariff, Part VII, Subpart E, section 329, Incremental Rights	<p>For each round, a request for Incremental Auction Revenue Rights shall specify a single point-to-point combination for which the Transmission Project Developer, Eligible Customer, or Upgrade Customer desires Incremental Auction Revenue Rights and shall be in a form specified by the Office of the Interconnection and in accordance with procedures set forth in the PJM Manuals. The Office of the Interconnection shall specify the deadlines for submission of requests in each round of the allocation process and shall complete the allocation process before the in-service date of the upgrade.</p> <p>15.1.3 Determination of Incremental Auction Revenue Rights to be Provided to Transmission Project Developer, Eligible Customer, or Upgrade Customer:</p>	<p>For each round, a request for Incremental Auction Revenue Rights shall specify a single point-to-point combination for which the Transmission Project Developer, Eligible Customer, or Upgrade Customer desires Incremental Auction Revenue Rights and shall be in a form specified by the Office of the Interconnection and in accordance with procedures set forth in the PJM Manuals. The Office of the Interconnection shall specify the deadlines for submission of requests in each round of the allocation process and shall complete the allocation process before the in-service date of the upgrade.</p> <p>Determination of Incremental Auction Revenue Rights to be Provided to Transmission Project Developer, Eligible Customer, or Upgrade Customer:</p>	Changes made to clarify applicability.
42.	Tariff, Part VII, Subpart E, section	For each requested point-to-point combination, the Office of the Interconnection shall determine,	For each requested point-to-point combination, the Office of the Interconnection shall determine,	Changes made to clarify applicability.

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	329, Incremental Rights	simultaneously with all other requested point-to-point combinations, the base system Auction Revenue Rights capability, excluding the impact of any new transmission facilities or upgrades necessary to accommodate New Service Requests.	simultaneously with all other requested point-to-point combinations, the base system Auction Revenue Rights capability, excluding the impact of any new transmission facilities or upgrades necessary to accommodate New Service <u>Requests or Upgrade</u> Requests.	
43.	Tariff, Part VII, Subpart E, section 329, Incremental Rights	When multiple Transmission Project Developers, Eligible Customers, or Upgrade Customers have cost responsibility for the same new transmission facility or upgrade, Incremental Auction Revenue Rights shall be assigned to each Transmission Project Developer, Eligible Customer, or Upgrade Customer in proportion to the Transmission Project Developer's, Eligible Customer's, or Upgrade Customer's relative cost responsibilities for the facility and in inverse proportion to the relative flow impact on constrained facilities or interfaces of the point-to-point combinations selected by the Transmission Project Developer, Eligible Customer, or Upgrade Customer.	When multiple Transmission Project Developers, Eligible Customers, or Upgrade Customers have cost responsibility for the same new transmission facility or upgrade, Incremental Auction Revenue Rights shall be assigned to each Transmission Project Developer, Eligible Customer, or Upgrade Customer in proportion to the Transmission Project Developer's, Eligible Customer's, or Upgrade Customer's relative cost responsibilities for the facility and in inverse proportion to the relative flow impact on constrained facilities or interfaces of the point-to-point combinations selected by the Transmission Project Developer, Eligible Customer, or Upgrade Customer.	Changes made to clarify applicability.
44.	Tariff, Part VII, Subpart E, section 329, Incremental Rights	Incremental Auction Revenue Rights received by a Transmission Project Developer, Eligible Customer, or Upgrade Customer pursuant to this Tariff, Part VII, Subpart E, section 15.1 shall be available as of the first day of the first month that the Network Upgrades required to accommodate its New Service Request that are associated with the Incremental Auction Revenue Rights are included in the transmission system model for the monthly FTR auction and shall continue to be available for thirty (30) years or for the life of the associated facility or upgrade, whichever is less,	Incremental Auction Revenue Rights received by a Transmission Project Developer, Eligible Customer, or Upgrade Customer pursuant to this Tariff, Part VII, Subpart E, section 15.1 <u>329(A)</u> shall be available as of the first day of the first month that the Network Upgrades required to accommodate its New Service <u>Request or Upgrade</u> Request that are associated with the Incremental Auction Revenue Rights are included in the transmission system model for the monthly FTR auction and shall continue to be available for thirty (30) <u>30</u> years or for the life of the	Changes made to clarify applicability.

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	<p>subject to any subsequent pro-rata reductions of all Auction Revenue Rights (including Incremental Auction Revenue Rights) in accordance with Tariff, Attachment K - Appendix. At any time during this thirty-year period (or the life of the facility or upgrade, whichever is less), in lieu of continuing this thirty-year Auction Revenue Right, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have a one-time choice to switch to an optional mechanism, whereby, on an annual basis, the Transmission Project Developer, Eligible Customer, or Upgrade Customer has the choice to request an Auction Revenue Right during the annual Auction Revenue Rights allocation process (pursuant to Tariff, Attachment K – Appendix, section 7.4.2) between the same source and sink, provided the Auction Revenue Right is simultaneously feasible, pursuant to Tariff, Attachment K – Appendix, section 7.5. A Transmission Project Developer, Eligible Customer, or Upgrade Customer may return Incremental Auction Revenue Rights that it no longer desires at any time, provided that the Office of the Interconnection determines that it can simultaneously accommodate all remaining outstanding Auction Revenue Rights following the return of such Auction Revenue Rights. In the event a Transmission Project Developer, Eligible Customer, or Upgrade Customer returns Incremental Auction Revenue Rights, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have no</p>	<p>associated facility or upgrade, whichever is less, subject to any subsequent pro-rata reductions of all Auction Revenue Rights (including Incremental Auction Revenue Rights) in accordance with Tariff, Attachment K - Appendix. At any time during this thirty-year <u>30-year</u> period (or the life of the facility or upgrade, whichever is less), in lieu of continuing this thirty-year <u>30-year</u> Auction Revenue Right, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have a one-time choice to switch to an optional mechanism, whereby, on an annual basis, the Transmission Project Developer, Eligible Customer, or Upgrade Customer has the choice to request an Auction Revenue Right during the annual Auction Revenue Rights allocation process (pursuant to Tariff, Attachment K – Appendix, section 7.4.2) between the same source and sink, provided the Auction Revenue Right is simultaneously feasible, pursuant to Tariff, Attachment K – Appendix, section 7.5. A Transmission Project Developer, Eligible Customer, or Upgrade Customer may return Incremental Auction Revenue Rights that it no longer desires at any time, provided that the Office of the Interconnection determines that it can simultaneously accommodate all remaining outstanding Auction Revenue Rights following the return of such Auction Revenue Rights. In the event a Transmission Project Developer, Eligible Customer, or Upgrade Customer returns Incremental Auction Revenue Rights, the</p>	

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		further rights regarding such Incremental Auction Revenue Rights.	Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have no further rights regarding such Incremental Auction Revenue Rights.	
45.	Tariff, Part VII, Subpart E, (Former Section 17 Transmission Owner Initial Funding of Network Upgrades)		Removed	Section deleted as not necessary.
46.	Tariff, Part VII, Subpart G, section 336, Affected Rules	iii. If the Affected System Customer or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff.	If the Affected System Customer or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff <u>or request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5.</u>	Changes made to clarify provisions and for consistency with other Tariff provisions.
47.	Tariff, Part VII, Subpart G, section 336, Affected Rules	i. Not later than 15 Business Days after receipt of the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement , Project Developer or Affected System Customer shall either:	Not later than 15 Business Days after receipt of the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement, Project Developer or Affected System Customer shall either <u>elect one of the following:</u>	Changes made to clarify provisions and for consistency with other Tariff provisions.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<ol style="list-style-type: none"> 1. execute the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form and return it to Transmission Provider electronically; or 2. request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in unexecuted form <ol style="list-style-type: none"> a. The unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain terms and conditions deemed appropriate by Transmission Provider. 3. Provide any required adjustments to Security v. If Affected System Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Affected System Customer, the relevant Transmission Owner shall either: <ol style="list-style-type: none"> 1. execute the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form and return it to Transmission Provider electronically 	<p><u>to</u> execute the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form and return it to Transmission Provider electronically;</p> <p>or</p> <p><u>to request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u></p> <p><u>to</u> request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in unexecuted formThe unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain, <u>with</u> terms and conditions deemed appropriate by Transmission Provider.Provide, <u>and provide</u> any required adjustments to Security.</p> <p>If Affected System Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Affected System Customer<u>PJM sends notification to the relevant Transmission Owner</u>, the relevant Transmission Owner shall either:</p> <p>execute the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form and return it to Transmission Provider electronically;</p> <p>or</p> <p><u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if</u></p>	

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			<u>concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u>	
48.	Tariff, Part VII, Subpart H, Upgrade Requests	If the Upgrade Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff.	If the Upgrade Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff <u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5.</u>	Changes made to clarify provisions and for consistency with other Tariff provisions.
49.	Tariff, Part VII, Subpart H, Upgrade Requests	Not later than 15 Business Days after receipt of the final interconnection related agreement, Upgrade Customer shall either: 1. execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or 2. request in writing that Transmission Provider file with FERC the final interconnection related service agreement in unexecuted form • The unexecuted Upgrade Construction Service Agreement shall contain terms and conditions deemed appropriate by Transmission Provider for the Upgrade Request. 3. provide any required adjustments to Security. ii. If an Upgrade Customer executes the final Upgrade Construction Service Agreement, then, not later than 15 Business Days	Not later than 15 Business Days after receipt of the final interconnection related agreement, Upgrade Customer shall either <u>elect one of the following:</u> <u>to</u> execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or <u>to request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u> <u>to</u> request in writing that Transmission Provider file with FERC the final interconnection related service agreement in unexecuted form <u>The unexecuted Upgrade Construction Service Agreement shall contain or a Network Upgrade Cost Responsibility Agreement unexecuted, with</u>	Changes made to clarify provisions and for consistency with other Tariff provisions.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale	
	<p>after execution by Upgrade Customer, the relevant Transmission Owner shall either:</p> <ol style="list-style-type: none"> execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or 	<p>terms and conditions deemed appropriate by Transmission Provider for the Upgrade Request, <u>and</u> provide any required adjustments to Security.</p> <p>If an Upgrade Customer executes the final Upgrade Construction Service Agreement, then, not later than 15 Business Days after execution by Upgrade Customer <u>PJM sends notification to the relevant Transmission Owner</u>, the relevant Transmission Owner shall either:</p> <ol style="list-style-type: none"> execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or <u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u> 		
50.	Tariff, Part VII, Subpart H, section 337, Upgrade Requests	<p>Pursuant to the Upgrade Construction Service Agreement, a Upgrade Customer shall agree to reimburse the Transmission Provider (for the benefit of the affected Transmission Owners) for the Costs, determined in accordance with Tariff, Part VII, section [to be provided], of (i) constructing Distribution Upgrades, and/or Network Upgrades necessary to accommodate its New Service Request to the extent that the Transmission Owner is responsible for building such facilities pursuant to Tariff, Part VII and the applicable Upgrade Construction Service Agreement, or (ii) in the event that the Upgrade</p>	<p>Pursuant to the Upgrade Construction Service Agreement, a Upgrade Customer shall agree to reimburse the Transmission Provider (for the benefit of the affected Transmission Owners) for the Costs, determined in accordance with Tariff, Part VII, Subpart D—, section 307(A)(5)–[to be provided], of (i)—constructing Distribution Upgrades, and/or Network Upgrades necessary to accommodate its New Service Request to the extent that the Transmission Owner is responsible for building such facilities pursuant to Tariff, Part VII and the applicable Upgrade Construction Service Agreement, or (ii) in the event that the</p>	Language added to clarify provisions and scope.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		Customer exercises the Option to Build pursuant to the Upgrade Construction Service Agreement, Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Transmission Owner’s oversight costs (i.e., costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Upgrade Customer is complying with the Transmission Owner’s standards and specifications for the construction of facilities) associated with the Upgrade Customer’s building Customer-Funded Upgrades that are Stand Alone Network Upgrades, including Costs for tie-in work and Cancellation Costs. Transmission Owner’s oversight costs shall be consistent with Tariff, Part IX, Subpart E, Appendix III, section 6.2.2(a)(12).	Upgrade Customer exercises the Option to Build pursuant to the Upgrade Construction Service Agreement, Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Transmission Owner’s oversight costs (i.e., costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Upgrade Customer is complying with the Transmission Owner’s standards and specifications for the construction of facilities) associated with the Upgrade Customer’s building Customer-Funded Upgrades that are Stand Alone Network Upgrades, including Costs for tie-in work and Cancellation Costs. Transmission Owner’s oversight costs shall be consistent with Tariff, Part IX, Subpart E, Appendix III, section 6.2.2(a)(12).	
51.	Tariff, Part VIII, Subpart A, section 400, Definitions	No previous language.	For purposes of these Generation Interconnection Procedures and any agreement set forth in Tariff, Part IX, in the event of a conflict between the definitions set forth herein and the definitions set forth in Tariff, Part I, the definitions set forth in these Generation Interconnection Procedures shall control.	Change made to address potential conflict in Tariff provision.
52.	Tariff, Part VIII, Subpart A, section 400, Definition of Generator Upgrades	Generator Upgrades: “Generator Upgrades” shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and	Definition of Generator Upgrades removed.	Definition removed as unnecessary.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		render the Transmission Service necessary to affect Project Developer’s wholesale sale of electricity in interstate commerce.		
53.	Tariff, Part VIII, Subpart A, section 400, Definition of OASIS	No previous language.	<p><u>Open Access Same-Time Information System (OASIS) or PJM Open Access Same-Time Information System:</u></p> <p><u>“Open Access Same-Time Information System,” “PJM Open Access Same-Time Information System” or “OASIS” shall mean the electronic communication and information system and standards of conduct contained in Part 37 and Part 38 of the Commission’s regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS for the collection and dissemination of information about transmission services in the PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.</u></p>	Definition added.
54.	Tariff, Part VIII, Subpart A, section 400, Definition of Transition Date	No previous language.	<p><u>Transition Date:</u></p> <p><u>“Transition Date” shall mean the later of: (i) the effective date of Transmission Provider’s Docket No. ER22-XXXX transition cycle filing seeking FERC acceptance of this Tariff, Part VII or (ii) the date by which all AD2 and prior queue window Interconnection Service Agreements or wholesale market participation agreements have been executed or filed unexecuted.</u></p>	Definition added.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
55.	Tariff, Part VIII, Subpart A, section 400, Definition of Wholesale Transaction	No previous language.	<p><u>Wholesale Transaction:</u></p> <p><u>“Wholesale Transaction” shall mean any transaction involving the transmission or sale for resale of electricity in interstate commerce that utilizes any portion of the Transmission System.</u></p>	Definition added.
56.	Tariff, Part VIII, Subpart A, section 401, Applications for Cycle Process Introduction	Cost Responsibility Agreement. A Project Developer with an existing generating facility that desires to enter into a GIA with Transmission Provider and Transmission Owner shall be required to enter into a Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart F. The Cost Responsibility Agreement provides the terms, conditions, study deposit, and cost responsibility for Project Developer to pay Transmission Provider’s actual costs to perform certain modeling, studies or analysis to determine whether the Project Developer may enter into a GIA with Transmission Provider and Transmission Owner.	Cost Responsibility Agreement. A Project Developer with an existing generating facility that <u>is not a party to an interconnection agreement with Transmission Provider and the relevant Transmission Owner, that</u> desires to enter into a GIA with Transmission Provider and Transmission Owner , shall be required to enter into a Cost Responsibility Agreement in the form set forth in Tariff, Part IX, Subpart F. The Cost Responsibility Agreement provides the terms, conditions, study deposit <u>Study Deposit</u> , and cost responsibility for Project Developer to pay Transmission Provider’s actual costs to perform certain modeling, studies or analysis to determine whether the Project Developer may enter into a GIA with Transmission Provider and Transmission Owner.	Changes made to clarify the scope of a Cost Responsibility Agreement.
57.	Tariff, Part VIII, Subpart A, section 402 Applications for Cycle Process Site Control	With the exception of Tariff, Part VIII, subpart A.3, section C.A.(e), exclusivity is evidenced by written acknowledgement from the land owner as part of the Site Control that, for the Term, the land owner cannot make the Site Control identified land available for purchase or lease to	With the exception of Tariff, Part VIII, subpart A.3 <u>Subpart A</u> , section C.A.(e)402(A)(5)(b) , exclusivity is evidenced by written acknowledgement from the land owner as part of the Site Control that, for the Term, the land owner cannot make the Site Control identified land available for purchase or lease to any other person	Changes made to clarify Site Control requirements.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		any other person or entity other than the Project Developer.	or entity other than the Project Developer <u>for any use that would interfere with Project Developer’s generation or merchant transmission activities.</u>	
58.	Tariff, Part VIII, Subpart C, section 404, Introduction	7. If applicable, the studies for a Transmission Project Developer New Service Request shall also include a preliminary estimate of the Incremental Deliverability Rights associated with the customer’s proposed Merchant Transmission Facilities.	If applicable, the studies for a Transmission Project-Project Developer New Service Request shall also include a preliminary estimate of the Incremental Deliverability Rights associated with the <u>customer’s-Transmission Project Developer’s</u> proposed Merchant Transmission Facilities.	Changes made to clarify study information and clarify terminology.
59.	Tariff, Part VIII, Subpart C, section 404, Introduction	(ii) Cost Responsibility for Accelerating Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of Network Upgrades that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the	Cost Responsibility for Accelerating Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of Network Upgrades that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the <u>New-Service-Project Developer or Eligible</u> Customer shall pay all costs that would not have been incurred under the Regional Transmission Expansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the	Changes made to clarify scope of process.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>absence of the New Service Request to accelerate the construction of the Network Upgrade.</p> <p>(iii) The Transmission Provider shall determine the minimum amount of required Network Upgrades required to resolve each reliability criteria violation in each cluster, by studying the impact of the projects the Cycle in their entirety, and not incrementally. Interconnection Facilities and Network Upgrades shall be studied in their entirety and according to the following process:</p> <p>The Transmission Provider shall identify the New Service Requests in the Cycle contributing to the need for the required Network Upgrades within the New Services Queue. The New Service Requests to cause the need for Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Network Upgrades shall be further allocated to subsequent projects in the Cycle, pursuant to each New Service Request's megawatt contribution to the need for the Network Upgrades.</p> <p>There will be no inter-Cycle of costs for Interconnection Facilities or Network Upgrades identified in the System Impact Study costs identified in a Cycle; all such costs shall be allocated to New Service Requests in that Cycle.</p>	<p>absence of the New Service Request to accelerate the construction of the Network Upgrade.</p> <p>The Transmission Provider shall determine the minimum amount of required Network Upgrades required to resolve each reliability criteria violation in each cluster<u>Cycle</u>, by studying the impact of the projects the Cycle in their entirety, and not incrementally. Interconnection Facilities and Network Upgrades shall be studied in their entirety and according to the following process:</p> <p>The Transmission Provider shall identify the New Service Requests in the Cycle contributing to the need for the required Network Upgrades within the New Services Queue<u>Cycle</u>. The All New Service Requests to cause that contribute to the need for <u>a</u> Network Upgrades<u>Upgrade</u> will always receive a cost allocation. Costs for the minimum amount of Network Upgrades shall be further allocated to subsequent projects in the Cycle, for that upgrade pursuant to each New Service Request's megawatt contribution to the need for the Network Upgrades<u>reliability violation identified on the transmission system in accordance with PJM Manuals</u>.</p> <p>There will be no inter-Cycle of costs<u>cost allocation</u> for Interconnection Facilities or Network Upgrades identified in the System Impact Study costs identified in a Cycle; all such costs shall be allocated to New Service Requests in that Cycle</p>	
60.	Tariff, Part VIII, Subpart C, section	i. Project Developer must notify Transmission Provider in writing prior to the close	Project Developer must notify Transmission Provider in writing <u>of any changes</u>	Change made to clarify notification requirements.

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	406, Decision Point I	of Decision Point I. No modifications to the Point of Interconnection will be accepted for any reason after the close of Decision Point I.	<u>to its Point of Interconnection</u> prior to the close of Decision Point I. No modifications to the Point of Interconnection will be accepted for any reason after the close of Decision Point I.	
61.	Tariff, Part VIII, Subpart C, section 408, Decision Point II	6. Transmission Provider then will exercise Reasonable Efforts to review Project Developer’s or Eligible Customer’s response within 10 Business Days, and then will either terminate and withdraw the New Service Request, or proceed to a final interconnection related agreement (from Tariff, Part IX). The final interconnection related agreement shall be negotiated and	Transmission Provider then will exercise Reasonable Efforts to review Project Developer’s or Eligible Customer’s response within 10 Business Days, and then will either terminate and withdraw the New Service Request, or proceed to a final interconnection related agreement (from Tariff, Part IX). The final interconnection related agreement shall be negotiated and <u>issued in accordance with the rules set forth in Tariff, Part VIII, Subpart D, section 411.</u>	Change made to clarify issuance requirements.
62.	Tariff, Part VIII, Subpart D, section 411, Final Agreement Negotiation Phase	If the Project Developer or Eligible Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the other parties of the impasse, and may file the unexecuted agreement with the FERC.	If the Project Developer or Eligible Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff <u>for request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5.</u> If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the	Change made for clarity and consistency with other Tariff provisions.

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			other parties of the impasse, and may file the unexecuted agreement with the FERC.	
63.	Tariff, Part VIII, Subpart D, section 411, Final Agreement Negotiation Phase	No previous language.	<u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u>	Language added for consistency with other Tariff provisions.
64.	Tariff, Part VIII, Subpart D, section 411, Final Agreement Negotiation Phase	<p>ii. If Project Developer or Eligible Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Project Developer or Eligible Customer, the relevant Transmission Owner shall either:</p> <p>1. execute the final interconnection related agreement in electronic form and return it to Transmission Provider electronically; or</p>	<p>If Project Developer or Eligible Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Project Developer or Eligible Customer<u>PJM sends notification to the relevant Transmission Owner</u>, the relevant Transmission Owner shall either:</p> <p>execute the final interconnection related agreement in electronic form and return it to Transmission Provider electronically; or <u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u></p>	Change made for clarity and consistency with other Tariff provisions.
65.	Tariff, Part VIII, Subpart E, section 427, Incremental Rights	Incremental Auction Revenue Rights received by a Transmission Project Developer, Eligible Customer, or Upgrade Customer pursuant to this Tariff, Part VIII, Subpart E, section 16.1 shall be available as of the first day of the first month that the Network Upgrades required to accommodate	Incremental Auction Revenue Rights received by a Transmission Project Developer, Eligible Customer, or Upgrade Customer pursuant to this Tariff, Part VIII, Subpart E, section 16.1 <u>427(A)</u> shall be available as of the first day of the first month that the Network Upgrades required to	Changes made to clarify applicability.

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	<p>its New Service Request that are associated with the Incremental Auction Revenue Rights are included in the transmission system model for the monthly FTR auction and shall continue to be available for thirty (30) years or for the life of the associated facility or upgrade, whichever is less, subject to any subsequent pro-rata reductions of all Auction Revenue Rights (including Incremental Auction Revenue Rights) in accordance with Tariff, Attachment K - Appendix. At any time during this thirty-year period (or the life of the facility or upgrade, whichever is less), in lieu of continuing this thirty-year Auction Revenue Right, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have a one-time choice to switch to an optional mechanism, whereby, on an annual basis, the Transmission Project Developer, Eligible Customer, or Upgrade Customer has the choice to request an Auction Revenue Right during the annual Auction Revenue Rights allocation process (pursuant to Tariff, Attachment K – Appendix, section 7.4.2) between the same source and sink, provided the Auction Revenue Right is simultaneously feasible, pursuant to Tariff, Attachment K – Appendix, section 7.5. A Transmission Project Developer, Eligible Customer, or Upgrade Customer may return Incremental Auction Revenue Rights that it no longer desires at any time, provided that the Office of the Interconnection determines that it can simultaneously accommodate all remaining outstanding Auction Revenue Rights following</p>	<p>accommodate its New Service <u>Request or Upgrade</u> Request that are associated with the Incremental Auction Revenue Rights are included in the transmission system model for the monthly FTR auction and shall continue to be available for thirty (30) <u>30</u> years or for the life of the associated facility or upgrade, whichever is less, subject to any subsequent pro-rata reductions of all Auction Revenue Rights (including Incremental Auction Revenue Rights) in accordance with Tariff, Attachment K - Appendix. At any time during this thirty-year <u>30-year</u> period (or the life of the facility or upgrade, whichever is less), in lieu of continuing this thirty-year <u>30-year</u> Auction Revenue Right, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have a one-time choice to switch to an optional mechanism, whereby, on an annual basis, the Transmission Project Developer, Eligible Customer, or Upgrade Customer has the choice to request an Auction Revenue Right during the annual Auction Revenue Rights allocation process (pursuant to Tariff, Attachment K – Appendix, section 7.4.2) between the same source and sink, provided the Auction Revenue Right is simultaneously feasible, pursuant to Tariff, Attachment K – Appendix, section 7.5. A Transmission Project Developer, Eligible Customer, or Upgrade Customer may return Incremental Auction Revenue Rights that it no longer desires at any time, provided that the Office of the Interconnection determines that it can simultaneously accommodate all remaining</p>	

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		the return of such Auction Revenue Rights. In the event a Transmission Project Developer, Eligible Customer, or Upgrade Customer returns Incremental Auction Revenue Rights, the Transmission Project Developer, Eligible Customer, or Upgrade Customer shall have no further rights regarding such Incremental Auction Revenue Rights.	outstanding Auction Revenue Rights following the return of such Auction Revenue Rights. In the event a Transmission Project Developer, Eligible Customer, — or Upgrade Customer returns Incremental Auction Revenue Rights, the Transmission Project Developer, — Eligible Customer, — or Upgrade Customer shall have no further rights regarding such Incremental Auction Revenue Rights.	
66.	Tariff, Part VIII, Subpart E, section 429 (former Part VI, section 217.8 NUFA)	Section 18 Transmission Owner Initial Funding of Network Upgrades	Section removed.	Section removed, as this will be the subject of a separate filing to be submitted by the PJM Transmission Owners.
67.	Tariff, Part VIII, Subpart G, section 434 Affected System Rules	iii. If the Affected System Customer or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the other parties of the impasse, and may file the unexecuted Construction Service Agreement with the FERC.	If the Affected System Customer or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff <u>Agreement with FERC or request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5.</u> If Transmission Provider, in its sole discretion, determines that the negotiations are	Change made for clarity and consistency with other Tariff provisions.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			at an impasse, Transmission Provider shall notify the other parties of the impasse, and may file the unexecuted Construction Service Agreement with the FERC.	
68.	Tariff, Part VIII, Subpart G, section 434 Affected System Rules	<p>2. request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a or a Network Upgrade Cost Responsibility Agreement in unexecuted form</p> <p>a. The unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain terms and conditions deemed appropriate by Transmission Provider.</p> <p>3. Provide any required adjustments to Security</p> <p>v. If Affected System Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Affected System Customer, the relevant Transmission Owner shall either:</p> <p>1. execute the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form and return it to Transmission Provider electronically; or</p> <p>2. request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in unexecuted form.</p>	<p><u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u></p> <p>request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a or a Network Upgrade Cost Responsibility Agreement in unexecuted form<u>The, with the</u> unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain <u>containing</u> terms and conditions deemed appropriate by Transmission Provider. Provide, and provide any required adjustments to Security.</p> <p>If Affected System Customer executes the final interconnection related service agreement, then, not later than 15 Business Days after execution by Affected System Customer <u>PJM sends notification to the relevant Transmission Owner,</u> the relevant Transmission Owner shall either:</p> <p>execute the final Construction Service Agreement or Agreement or a Network Upgrade Cost Responsibility Agreement in electronic form</p>	Change made for clarity and consistency with other Tariff provisions.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>a. The unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain terms and conditions deemed appropriate by Transmission Provider.</p>	<p>and return it to Transmission Provider electronically; or</p> <p><u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u></p> <p>request in writing that Transmission Provider file with FERC the final Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement in unexecuted form. <u>The, with the</u> unexecuted Construction Service Agreement or a Network Upgrade Cost Responsibility Agreement shall contain <u>containing</u> terms and conditions deemed appropriate by Transmission Provider, and provide any required adjustments to Security..</p>	
<p>69. Tariff, Part VIII, Subpart H, section 435 Upgrade Requests</p>	<p>If the Upgrade Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff. If Transmission Provider, in its sole discretion, determines that the negotiations are at an impasse, Transmission Provider shall notify the other parties of the</p>	<p>If the Upgrade Customer, or Transmission Owner, as applicable, determines that final agreement negotiations are at an impasse, such party shall notify the other parties of the impasse, and such party may request Transmission Provider to file the unexecuted agreement with FERC and/or initiate Dispute Resolution procedures pursuant to Section 12 of the Tariff <u>for request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5.</u></p>	<p>Change made for clarity and consistency with other Tariff provisions.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>impassé, and may file the unexecuted agreement with the FERC.</p>		
70.	<p>Tariff, Part VIII, Subpart H, section 435 Upgrade Requests</p>	<p>2. request in writing that Transmission Provider file with FERC the final interconnection related service agreement in unexecuted form</p> <ul style="list-style-type: none"> • The unexecuted Upgrade Construction Service Agreement shall contain terms and conditions deemed appropriate by Transmission Provider for the Upgrade Request. <p>3. provide any required adjustments to Security.</p> <p>ii. If an Upgrade Customer executes the final Upgrade Construction Service Agreement, then, not later than 15 Business Days after execution by Upgrade Customer, the relevant Transmission Owner shall either:</p> <ol style="list-style-type: none"> 1. execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or 	<p><u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u></p> <p>request in writing that Transmission Provider file with FERC the final interconnection related service agreement in unexecuted formThe unexecuted Upgrade Construction Service Agreement shall contain unexecuted, with the final interconnection related service agreement containing terms and conditions deemed appropriate by Transmission Provider for the Upgrade Request, and provide any required adjustments to Security.</p> <p>If an Upgrade Customer executes the final Upgrade Construction Service Agreement, then, not later than 15 Business Days after execution by Upgrade Customer<u>PJM sends notification to the relevant Transmission Owner</u>, the relevant Transmission Owner shall either:</p> <ul style="list-style-type: none"> execute the final Upgrade Construction Service Agreement in electronic form and return it to Transmission Provider electronically; or <u>request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5; or</u> 	<p>Change made for clarity and consistency with other Tariff provisions.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
71.	Tariff, Part VIII, Subpart H, section 435 Upgrade Requests	In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Upgrade Construction Service Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. In order to exercise the Option to Build, as set forth in Upgrade Construction Service Agreement, Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Upgrade Customer must provide Transmission Provider and the Transmission Owner with written notice of its election to exercise the option no later than thirty (30) days from the date the Upgrade Customer receives the results of the Facilities Study (or the System Impact performed, if a Facilities Study was not required).	In the event that construction of facilities by more than one Transmission Owner is required, the Transmission Provider will tender a separate Upgrade Construction Service Agreement for each such Transmission Owner and the facilities to be constructed on its transmission system. In order to exercise the Option to Build, as set forth in Upgrade Construction Service Agreement, Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Upgrade Customer must provide Transmission Provider and the Transmission Owner with written notice of its election to exercise the option no later than thirty (30) days from the date the Upgrade Customer receives the results of the Facilities Study (or the System Impact performed, if a Facilities Study was not required).	Language added to clarify provisions and scope.
72.	Tariff, Part VIII, Subpart H, section 435 Upgrade Requests	Pursuant to the Upgrade Construction Service Agreement, a Upgrade Customer shall agree to reimburse the Transmission Provider (for the benefit of the affected Transmission Owners) for the Costs, determined in accordance with Tariff, Part VIII, section [to be provided], of (i) constructing Distribution Upgrades, and/or Network Upgrades necessary to accommodate its New Service Request to the extent that the Transmission Owner is responsible for building such facilities pursuant to Tariff, Part VIII and the applicable Upgrade Construction Service Agreement, or (ii) in the event that the Upgrade Customer exercises the Option to Build pursuant to the Upgrade Construction Service Agreement,	Pursuant to the Upgrade Construction Service Agreement, a Upgrade Customer shall agree to reimburse the Transmission Provider (for the benefit of the affected Transmission Owners) for the Costs, determined in accordance with Tariff, Part VIII, <u>Subpart C</u> , section [to be provided] , of (404(A)(5) of constructing Distribution Upgrades, and/or Network Upgrades necessary to accommodate its New Service Request to the extent that the Transmission Owner is responsible for building such facilities pursuant to Tariff, Part VIII and the applicable Upgrade Construction Service Agreement, or (ii) in the event that the Upgrade Customer exercises the Option to Build pursuant to the Upgrade Construction Service	Language added to clarify provisions and scope.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Transmission Owner’s oversight costs (i.e., costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Upgrade Customer is complying with the Transmission Owner’s standards and specifications for the construction of facilities) associated with the Upgrade Customer ’s building Customer-Funded Upgrades that are Stand Alone Network Upgrades, including Costs for tie-in work and Cancellation Costs. Transmission Owner’s oversight costs shall be consistent with Tariff, Part IX, Subpart E, Appendix III, section 6.2.2(a)(12).</p>	<p>Agreement, Tariff, Part IX, Subpart E, Appendix III, section 6.2.1, Transmission Owner’s oversight costs (i.e., costs incurred by the Transmission Owner when engaging in oversight activities to satisfy itself that the Upgrade Customer is complying with the Transmission Owner’s standards and specifications for the construction of facilities) associated with the Upgrade Customer ’s building Customer-Funded Upgrades that are Stand Alone Network Upgrades, including Costs for tie-in work and Cancellation Costs. Transmission Owner’s oversight costs shall be consistent with Tariff, Part IX, Subpart E, Appendix III, section 6.2.2(a)(12).</p>	
73.	Tariff, Part IX, Section 500, Execution Deadlines	<p>or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer, Eligible Customer or Upgrade Customer, fails to comply with these requirements. If a Transmission Owner is party to the agreement, following tender of the agreement and no later than fifteen (15) Business Days after execution by Project Developer, Eligible Customer or Upgrade Customer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission</p>	<p>or (iii) request in writing that the agreement be filed unexecuted with the CommissionFERC. Such agreement shall be deemed <u>to</u> be terminated and withdrawn if Project Developer, Eligible Customer or Upgrade Customer, fails to comply with these requirements. If a Transmission Owner is party to the agreement, following tender of the agreement and no later than fifteen (15) <u>15</u> Business Days after execution by PJM sends notification to the relevant Transmission Owner <u>that the</u> Project Developer, Eligible Customer or Upgrade Customer <u>has executed the agreement</u>, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or; <u>or (iii) request in</u></p>	Changes made to clarify procedures.

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			<u>writing</u> that the agreement be filed unexecuted with the Commission FERC.	
74.	Tariff, Part IX, Subpart A, Form of Application and Studies Agreement, section 9: Miscellaneous	33. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.	Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below. <u>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.</u>	Changes made to clarify procedures and for consistency with other agreements under Part IX.
75.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, GIA section 9	System Impact Study(ies). In analyzing and preparing the [System Impact Study(ies)], and in designing and constructing the Distribution Upgrades, Network Upgrades, Stand Alone Network Upgrades and/or Transmission Owner Interconnection Facilities described in the Specifications attached to this GIA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Project Developer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER,	System Impact <u>Study(ies) and/or Facilities Study(ies)</u> . In analyzing and preparing the [System Impact <u>Study(ies) and/or Facilities Study(ies)</u>], and in designing and constructing the Distribution Upgrades, Network Upgrades, Stand Alone Network Upgrades and/or Transmission Owner Interconnection Facilities described in the Specifications attached to this GIA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Project Developer and possibly by third parties and may not have control over the accuracy of such information.	Changes made to add references to Facilities Study(ies), as a project may require performance of a Facilities Study(ies).

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER 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 SYSTEM IMPACT STUDY(IES) OF THE DISTRIBUTION UPGRADES, NETWORK UPGRADES, STAND ALONE NETWORK UPGRADES AND/OR TRANSMISSION OWNER INTERCONNECTION FACILITIES.</p>	<p>Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER 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 SYSTEM IMPACT STUDY(IES) <u>AND/OR FACILITIES STUDY(IES)</u> OF THE DISTRIBUTION UPGRADES, NETWORK UPGRADES, STAND ALONE NETWORK UPGRADES AND/OR TRANSMISSION OWNER INTERCONNECTION FACILITIES.</p>	
<p>76. Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, GIA section 12</p>	<p>No previous language.</p>	<p><u>{For all wind or non-synchronous generation facilities requesting an incremental increase in capacity or energy output which have entered the New Services Queue after November 1, 2016, and were not commercially operable prior to November 1, 2016 include the following requirements:}</u> <u>The existing [wind-powered] [non-synchronous] MW portion of the Customer Facility shall retain the ability to maintain a power factor of at least 0.95 leading to 0.95 lagging measured at the high-side of the facility substation transformers. The increase of MW to the [wind-powered] [non-synchronous] Customer Facility associated</u></p>	<p>Changes made to include provisions that were inadvertently omitted from prior drafts.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<u>with this GIA shall be designed with the ability to maintain a power factor of at least 0.95 leading to 0.95 lagging measured at the high-side of the facility substation transformers.</u>	
77.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, GIA Specifications section 1(c)	No previous language.	<u>Minimum State of Charge: _____; and</u> <u>Maximum State of Charge: _____.</u>	Language added to provide State of Charge information for Energy Storage Resources.
78.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Appendix 2, section 4.1.2	As applicable, the Project Developer shall provide Transmission Provider and the Transmission Owner Specifications for the excitation system, automatic voltage regulator, Generating Facility or Merchant Transmission Facility control and protection settings, transformer tap settings, and communications. Transmission Provider shall have the right to review such drawings, and charge Project Developer its actual costs of conducting such review	As applicable, the Project Developer shall provide Transmission Provider and the Transmission Owner Specifications for the excitation system, automatic voltage regulator, Generating Facility or Merchant Transmission Facility control and protection settings, transformer tap settings, and communications. Transmission Provider <u>and Transmission Owner</u> shall have the right to review such drawings, and charge Project Developer its <u>their</u> actual costs of conducting such review.	Changes made to clarify that these provisions also apply to Transmission Owners.
79.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement	Such written consent can be in the form of a consent to assignment or other written agreement. Such written consent of the other Interconnection Parties shall not be unreasonably withheld, conditioned, or delayed. Consistent	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
<p>Combined with Construction Service Agreement, Appendix 2, section 12.1</p>	<p>with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement unexecuted</p>		

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		with the Commission. Transmission Provider may also file the agreement with FERC.		
80.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Appendix 2, section 12.2.1	An Interconnection Party may choose to enter a consent to assignment or other written agreement to effectuate an assignment allowed by section 12.2.1 of this Appendix 2. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
81.	<p>Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Appendix 2, section 22.3</p>	<p>This Generation Interconnection Agreement may be amended or supplemented only by a written instrument duly executed by all Interconnection Parties. An amendment to the Generation Interconnection Agreement shall become effective and a part of this Generation Interconnection Agreement upon satisfaction of all Applicable Laws and Regulations. In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
<p>82. Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Schedule D</p>	<p>[Reference the appropriate PJM and TO technical standards]</p>	<p>[Reference the appropriate PJM and TO technical standards] <u>{Include the following language if not required:}</u> <u>Not Required.</u> <u>{Otherwise, include the following language:}</u> <u>The following technical requirements and standards shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff</u></p>	<p>Language added for consistency with other agreements under Part IX.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Applicable Technical Requirements and Standards		<p><u>or any other provision of this GIA, the Tariff and/or this GIA shall control.</u></p> <p><u><i>{Instructions: If the relevant TO Applicable Technical Requirements and Standards are posted on the PJM website, use the following language, subject to modifications as appropriate:}</i></u></p> <p><u>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. The [Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] is available on the PJM website.</u></p> <p><u><i>{Instructions. If the relevant TO Applicable Technical Requirements and Standards are not posted on the PJM website, use the following language, subject to modifications as appropriate:}</i></u></p> <p><u>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply.</u></p>	
83.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Interconnection Construction	In order to exercise this Option to Build, Project Developer must provide Transmission Provider and the Transmission Owner with written notice of Project Developer’s election to exercise the option no later than thirty (30) days from the date the Project Developer receives the results of the System Impact Study(ies).	In order to exercise this Option to Build, Project Developer must provide Transmission Provider and the Transmission Owner with written notice of Project Developer’s election to exercise the option no later than thirty (30) days from the date the Project Developer receives the results of the System Impact Study(ies) <u>consistent with the deadline applicable to its New Service Request or Upgrade Request.</u>	Changes made to clarify notification deadline.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Terms and Conditions, section 11.2.3.1			
84.	Tariff, Part IX, Subpart B, Form of Generation Interconnection Agreement Combined with Construction Service Agreement, Interconnection Construction Terms and Conditions, section 11.2.3.7	Within 10 days after notifying Transmission Provider and the Transmission Owner of its election to exercise the Option to Build, Project Developer shall solicit bids from one or more Approved Contractors named on the Transmission Owner’s List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades that the Project Developer seeks to build under the Option to Build on terms	Within 10 days after notifying Transmission Provider and the Transmission Owner of its election to exercise the Option to Build, executing this GIA or directing that this GIA be filed with FERC unexecuted, Project Developer shall solicit bids from one or more Approved Contractors named on the Transmission Owner’s List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Transmission Owner Interconnection Facilities and Stand Alone Network Upgrades that the Project Developer seeks to build under the Option to Build on terms	Changes made to clarify deadline.
85.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement	WHEREAS, Wholesale Market Participant and ([Transmission Owner] [or if there is a point of common coupling {point of common coupling is where the Generating Facility attaches to the Municipality/Cooperative facilities, and should be depicted as a blue pyramid in Schedule B} with a Municipality/Cooperative, insert the name of the Municipality/Cooperative _____])	WHEREAS, Wholesale Market Participant and ([Transmission Owner] [or if there is a point of common coupling {point of common coupling is where the Generating Facility attaches to the the physical interconnection is at Municipality/Cooperative facilities, and should be depicted as a blue pyramid in Schedule B} with a Municipality/Cooperative, insert the name of the Municipality/Cooperative _____])	Changes made to clarify scope and applicability.
86.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement,	No previous language.	<u>1.2 Assumption of Tariff Obligations.</u> Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling	Language added to clarify Wholesale Market Participant’s obligation to comply with the Tariff and other PJM documents and for consistency with other agreements under Part IX.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Article 1, sections 1.2-1.3		<p><u>transmission set forth in the Tariff, the Operating Agreement, and the PJM Manuals.</u></p> <p><u>1.3 Incorporation of Other Documents. All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.</u></p>	
87.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.2	<p>Warranty for System Impact Studies. In analyzing and preparing the System Impact Studies, and in specifying the Network Upgrades that are required for reliability reasons as described in Schedule D of this WMPA, Transmission Provider, Transmission Owner, and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely upon information provided by Wholesale Market Participant and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, TRANSMISSION OWNER, NOR SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKE 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</p>	<p>Warranty for System Impact Studies <u>and/or Facilities Study(ies)</u>. In analyzing and preparing the System Impact Studies <u>and/or Facilities Study(ies)</u>, and in <u>designing and</u> specifying the Network Upgrades that are required for reliability reasons as described in Schedule D of this WMPA, Transmission Provider, Transmission Owner, and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely upon information provided by Wholesale Market Participant and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, TRANSMISSION OWNER, NOR SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKE 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</p>	Changes made to add references to Facilities Study(ies), as a project may require performance of a Facilities Study(ies).

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SYSTEM IMPACT STUDIES, OR OF THE NETWORK UPGRADES.	MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SYSTEM IMPACT STUDIES <u>AND/OR FACILITIES STUDY(IES)</u> , OR OF THE NETWORK UPGRADES.	
88.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.4	If an amendment is desired, then, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend to Wholesale Market Participant for execution. No later than fifteen (15) Business Days after Transmission Provider tenders for execution the agreement, Wholesale Market Participant shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., Schedule 5 (“Operating Agreement”); or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. The agreement shall be deemed to be terminated and withdrawn if Wholesale Market Participant fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Wholesale Market Participant, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. Following	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) file the agreement unexecuted with the Commission. Transmission Provider also may file the agreement unexecuted with the Commission if Transmission Owner does not comply with the requirements above.</p>		
89.	<p>Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.5.1</p>	<p>If written consent is desired, then, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Wholesale Market Participant for execution. No later than fifteen (15) Business Days after Transmission Provider tenders for execution the agreement, Wholesale Market Participant shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. The agreement shall be deemed to be terminated and withdrawn if Wholesale Market Participant fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Wholesale Market Participant, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I,</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) file the agreement unexecuted with the Commission. Transmission Provider also may file the agreement unexecuted with the Commission if Transmission Owner does not comply with the requirements above.</p>		
<p>90. Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.5.2.1</p>	<p>(1) the assignee shall demonstrate to Transmission Provider that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA and (2) assignee assumes all rights, duties, and obligations of Wholesale Market Participant under this WMPA in a writing to Transmission Provider and Transmission Owner. Any assignment described herein shall not relieve or discharge Wholesale Market Participant from any of its obligations hereunder absent the written consent of Transmission Provider, such consent not to be unreasonably withheld, conditioned, or delayed.</p>	<p>(1) the assignee shall demonstrate to Transmission Provider that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA and, <u>(2) the</u> assignee assumes all rights, duties, and obligations of Wholesale Market Participant under this WMPA in a writing to Transmission Provider and Transmission Owner, <u>and (3) the assignee shall demonstrate that assignee is the same legal entity that has been assigned the Interconnection Agreement.</u> Any assignment described herein shall not relieve or discharge Wholesale Market Participant from any of its obligations hereunder absent the written consent of Transmission Provider <u>and Transmission Owner,</u> such consent not to be unreasonably withheld, conditioned, or delayed.</p>	<p>Changes made to clarify scope of assignment provisions.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
91.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.5.2.1	Wholesale Market Participant may elect to enter into a consent to assignment agreement to effectuate an assignment allowed by this section 2.5.2.1. If so elected, then, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Wholesale Market Participant for execution. No later than fifteen (15) Business Days after Transmission Provider tenders for execution the agreement, Wholesale Market Participant shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. The agreement shall be deemed to be terminated and withdrawn if Wholesale Market Participant fails to comply with these requirements. No later than fifteen (15) Business Days after execution by Wholesale Market Participant, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		5; or (iii) file the agreement unexecuted with the Commission. Transmission Provider also may file the agreement unexecuted with the Commission if Transmission Owner does not comply with the requirements above.		
92.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 2, section 2.5.5	No previous language.	<p><u>2.5.5 Rights to Facilities:</u> <u>Nothing in this WMPA provides any rights with regard to the use of the non-FERC jurisdictional distribution or sub-transmission facilities owned, operated, and maintained by Transmission Owner.</u></p>	Provision added to clarify rights with regard to the use of non-FERC jurisdictional distribution Transmission Owner facilities.
93.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Article 4, section 4.1.3	4.1.3 In the event that any of the [insert name of Municipality/Cooperative] facilities used to provide interconnection of the Generating Facility become unavailable for any reason to carry energy produced by the Generating Facility to and across the Point of Interconnection as shown in Schedule B of this WMPA, Wholesale Market Participant’s rights to interconnect under this WMPA, and thus Wholesale Market Participant’s rights to inject energy into the Transmission System as set forth in Specifications, section 2 of this WMPA, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.	4.1.3 In the event that any of the [insert name of Municipality/Cooperative] facilities used to provide <u>physical</u> interconnection of the Generating Facility become unavailable for any reason to carry energy produced by the Generating Facility to and across <u>engage in Wholesale Transactions under</u> the Point of Interconnection as shown in Schedule B of this WMPA, Wholesale Market Participant’s rights to interconnect under this WMPA, and thus Wholesale Market Participant’s rights to inject energy into the Transmission System as set forth in Specifications, section 2 of this WMPA, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.	Changes made to clarify provisions that apply when facilities become unavailable.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
94.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Appendix 2, section 3.1	<p>Project Developer shall have the right to install, own, operate, test, and maintain the necessary Metering Equipment. In the event that Project Developer exercises this option, Transmission Owner shall have the right to install its own check meter(s), at its own expense, at or near the location of the Metering Equipment. If both Project Developer and Transmission Owner install meters, the meter installed by Project Developer shall control unless it is determined by testing to be inaccurate. If Project Developer does not exercise the option provided by the first sentence of this section, Transmission Owner shall have the option to install, own, operate, test, and maintain all necessary Metering Equipment at Project Developer’s expense. If Transmission Owner does not exercise this option, Project Developer shall install, own, operate, test, and maintain all necessary Metering Equipment. Transmission Provider shall determine the location where the Metering Equipment shall be installed, after consulting with Project Developer and Transmission Owner. All Metering Equipment shall be tested prior to any operation of the Generating Facility. Power flows to and from the Generating Facility shall be compensated to the Point of Interconnection, or, upon the mutual agreement of Transmission Owner and Project Developer, to another location.</p>	<p>Project Developer shall have the right to install, own, operate, test, and maintain the necessary Metering Equipment. In the event that Project Developer exercises this option, Transmission Owner shall have the right to install its own check meter(s), at its own expense, at or near the location of the Metering Equipment. If both Project Developer and Transmission Owner install meters, the meter installed by Project Developer shall control unless it is determined by testing to be inaccurate. If Project Developer does not exercise the option provided by the first sentence of this section, Transmission Owner shall have the option to install, own, operate, test, and maintain all necessary Metering Equipment at Project Developer’s expense. If Transmission Owner does not exercise this option, Project Developer shall install, own, operate, test, and maintain all necessary Metering Equipment. Transmission Provider shall determine the location where the Metering Equipment shall be installed, after consulting with Project Developer and Transmission Owner. <u>Metering shall be provided in accordance with the PJM Manuals.</u> All Metering Equipment shall be tested prior to any operation of the Generating Facility. Power flows to and from the Generating Facility shall be compensated to the Point of Interconnection, or, upon the mutual agreement of Transmission Owner and Project Developer, to another location.</p>	<p>Provision revised to state metering will be provided in accordance with the PJM Manuals.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
95.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Appendix 2, section 3.5.3	No previous language.	<p><u>3.5.3. Phasor Measurement Units (PMUs):</u> <u>A Project Developer that submitted a New Service Request on or after October 1, 2012 with a proposed new Generating Facility that has a Maximum Facility Output equal to or greater than 100 MW shall install and maintain, at its expense, phasor measurement units (PMUs). PMUs shall be installed on the Generating Facility low side of the generator step-up transformer, unless it is a non-synchronous generation facility, in which case the PMUs shall be installed on the Generating Facility side of the Point of Interconnection. The PMUs must be capable of performing phasor measurements at a minimum of 30 samples per second which are synchronized via a high-accuracy satellite clock. To the extent Project Developer installs similar quality equipment, such as relays or digital fault recorders, that can collect data at least at the same rate as PMUs and which data is synchronized via a high-accuracy satellite clock, such equipment would satisfy this requirement. As provided for in the PJM Manuals, a Project Developer shall be required to install and maintain, at its expense, PMU equipment which includes the communication circuit capable of carrying the PMU data to a local data concentrator, and then transporting the information continuously to the Transmission Provider; as well as store the PMU data locally for 30 days. Project Developer shall provide to Transmission Provider all necessary and requested information through the Transmission Provider</u></p>	Changes made to include provisions that were inadvertently omitted from prior drafts.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>synchrophasor system, including the following: (a) gross MW and MVAR measured at the Generating Facility side of the generator step-up transformer (or, for a non-synchronous generation facility, to be measured at the Generating Facility side of the Point of Interconnection); (b) generator terminal voltage; (c) generator terminal frequency; and (d) generator field voltage and current, where available. The Transmission Provider will install and provide for the ongoing support and maintenance of the network communications linking the data concentrator to the Transmission Provider. Additional details regarding the requirements and guidelines of PMU data and telecommunication of such data are contained in the PJM Manuals.</u></p>	
96.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Appendix 2, sections 6.4.1.1-6.4.1.2	The Breaching Party (a) may cure the Breach within thirty (30) days from the receipt of notice of the Breach; or (b) if the Breach cannot be cured within thirty (30) days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such thirty (30) day time period and thereafter diligently pursue such action to completion pursuant to a plan to cure, which shall be developed and agreed to in writing by the Parties. Such agreement shall not be unreasonably withheld.	<p><u>Except for the event of Breach set forth in section 6.1(a) above, the Breaching Party (a) may cure the Breach within thirty 30 days of the time the Non-Breaching Party sends such notice; or (30b) days from the receipt of notice of the Breach; or (b) if the Breach cannot be cured within thirty (30) if the Breach cannot be cured within 30 days, may commence in good faith all steps that are reasonable and appropriate to cure the Breach within such thirty (30) 30 day time period and thereafter diligently pursue such action to completion pursuant to a plan to cure, which shall be developed and agreed to in writing by the Parties <u>to this WMPA</u>. Such agreement shall not be unreasonably withheld.</u></p>	Changes made for clarity and for consistency with other agreements under Part IX.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>7.56.4.1.2 In an event of Breach set forth in section 6.1(a), the Breaching Interconnection shall cure the Breach within five days from the receipt of notice of the Breach. If the Breaching Party is the Project Developer, and the Project Developer fails to pay an amount due within five days from the receipt of notice of the Breach, Transmission Provider may use Security to cure such Breach. If Transmission Provider uses Security to cure such Breach, Project Developer shall be in automatic Default and its project and this Agreement shall be deemed terminated and withdrawn.</u></p>	
97.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Appendix 2, section 9.3	Any request for audit shall be presented to the Party to be audited not later than twenty-four (24) months after the event as to which the audit is sought. Each Party shall preserve all records held by it for the duration of the audit period.	Any request for audit shall be presented to the Party to be audited not later than twenty four (24) 24 months after the event as to which the audit is sought. Each Party shall preserve all records held by it for the duration of the audit period. <u>Audit rights under this Appendix 2 do not extend to accounts and records pertaining to the non-FERC jurisdictional Interconnection Agreement.</u>	Change made to clarify scope of audit rights.
98.	Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement, Appendix 2, section 12.3	If an amendment is desired, then, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend to Wholesale Market Participant for execution. No later than fifteen (15) Business Days after Transmission Provider tenders for execution the agreement, Wholesale Market Participant shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff,	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. The agreement shall be deemed to be terminated and withdrawn if Wholesale Market Participant fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Wholesale Market Participant, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) request that Transmission Provider file the agreement unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12, or consistent with Operating Agreement, Schedule 5; or (iii) file the agreement unexecuted with the Commission. Transmission Provider also may file the agreement unexecuted with the Commission if Transmission Owner does not comply with the requirements above.</p>		
<p>99. Tariff, Part IX, Subpart C, Form of Wholesale Market Participation Agreement,</p>	<p>Except as otherwise provided in the Interconnection Agreement, as applicable, the following technical requirements and standards shall apply: {Instructions: If the relevant TO Applicable Technical Requirements and Standards are</p>	<p>Except as otherwise provided in the Interconnection Agreement, as applicable, the following technical requirements and standards shall apply: <u>To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any</u></p>	<p>Provisions revised for consistency with other agreements under Part IX.</p>

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
Schedule E, Applicable Technical Requirements And Standards	<p>posted on the PJM website, use the following language:}</p> <p>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. The [Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] is available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.</p> <p>{Instructions. If the relevant TO Applicable Technical Requirements and Standards are not posted on the PJM website, use the following language:}</p> <p>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.</p>	<p><u>other provision of this WMPA, the Tariff and/or this WMPA shall control.</u></p> <p><i>{Instructions: If the relevant TO Applicable Technical Requirements and Standards are posted on the PJM website, use the following language:}</i></p> <p>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. The [Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] is available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.</p> <p><i>{Instructions. If the relevant TO Applicable Technical Requirements and Standards are not posted on the PJM website, use the following language, <u>subject to modifications as appropriate:</u>}</i></p> <p>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.</p>	
100. Tariff, Part IX, Subpart D, Form Of Engineering	Should Project Developer fail to enter into such final Generator Interconnection Agreement (or, alternatively, to initiate dispute resolution or	Should Project Developer fail to enter into such final Generator Interconnection Agreement (or, alternatively, to initiate dispute resolution or	Change made to clarify that request must be in writing.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	and Procurement Agreement, section 7(a)	request that the agreement be filed with the FERC unexecuted) within the time prescribed by the Tariff, Transmission Provider shall have the right, upon providing written notice to Project Developer, to terminate this E&P Agreement.	request <u>in writing</u> that the agreement be filed with the FERC unexecuted) within the time prescribed by the Tariff, Transmission Provider shall have the right, upon providing written notice to Project Developer, to terminate this E&P Agreement.	
101.	Tariff, Part IX, Subpart D, Form Of Engineering and Procurement Agreement, section 13	If the event an amendment is desired, Transmission Provider shall tender for execution an agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
102.	<p>Tariff, Part IX, Subpart D, Form Of Engineering and Procurement Agreement, section 16</p>	<p>16.0 Any notice or request made to or by either Party regarding this E&P Agreement shall be made to the representative of the other Party as indicated below.</p>	<p>16.0 — Any notice or request made to or by either Party regarding this E&P Agreement shall be made to the representative of the other Party as indicated below.</p> <p><u>16.0 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.</u></p>	<p>Changes made to clarify procedures and for consistency with other agreements under Part IX.</p>
103.	<p>Tariff, Part IX, Subpart E, Upgrade Construction Service</p>	<p>Any notice or request made to or by any Party regarding this Upgrade CSA shall be made to the Parties, as indicated below:</p>	<p><u>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</u></p>	<p>Changes made to clarify procedures and for consistency with other agreements under Part IX.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Agreement, Article 6 Miscellaneous, section 6		<u>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.</u> Any notice or request made to or by any Party regarding this Upgrade CSA shall be made to the Parties, as indicated below:	
104.	Tariff, Part IX, Subpart E, Upgrade Construction Service Agreement, Article 6, Miscellaneous, section 6.2	In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider’s tender for execution of such agreement, Upgrade Customer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Upgrade Customer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file with FERC the agreement in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above,</p>		
105.	<p>Tariff, Part IX, Subpart E, Upgrade Construction Service Agreement, Appendix III, Section 10.1</p>	<p>Such written consent can be in the form of a consent to assignment or other written agreement. Such written consent of the other Parties to this Upgrade CSA shall not be unreasonably withheld, conditioned, or delayed. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that the assignment agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>withdrawn if Project Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that the agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or file with FERC the agreement in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above</p>		
106.	<p>Tariff, Part IX, Subpart E, Upgrade Construction Service Agreement, Appendix III, section 10.2.1</p>	<p>Such written consent can be in the form of a consent to assignment or other written agreement. Such written consent of the other Parties to this Upgrade CSA shall not be unreasonably withheld, conditioned, or delayed. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Upgrade Customer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>such agreement, Upgrade Customer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Upgrade Customer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Upgrade Customer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or file with FERC the agreement in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above</p>		

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
107.	Tariff, Part IX, Subpart E, Upgrade Construction Service Agreement, Appendix III, Section 17.5	<p>Except as set forth in this Section 17, this Upgrade CSA may be amended, modified, or supplemented only by written agreement of the Parties. Such amendment shall become effective and a part of this Upgrade CSA upon satisfaction of all Applicable Laws and Regulations. In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission</p>	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
108.	<p>Tariff, Part IX, Subpart F, Form of Cost Responsibility Agreement, Miscellaneous, section 14</p>	<p>14. Any notice or request made to or by either party regarding this Agreement shall be made to the representative of the other party as indicated below.</p>	<p><u>14. 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. Any notice or request made to or by either party regarding this Agreement shall be made to the representative of the other party as indicated below.</u></p>	<p>Revisions made for consistency with other agreements under Part IX.</p>
109.	<p>Tariff, Part IX, Subpart F, Form of Cost Responsibility Agreement, Miscellaneous, section 19</p>	<p>In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement;</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Following execution by Project Developer, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5. Transmission Provider may also file the agreement with FERC in unexecuted form.</p>		
110.	<p>Tariff, Part IX, Subpart G, Network Upgrade Cost Responsibility Agreement, Miscellaneous, section 20</p>	<p>In the event a Party seeks to amend, modify or supplement this Agreement. In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, shall tender a revised agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider’s tender for execution of such agreement, Project Developer shall either: (i) execute the agreement or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Such</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Following execution by Project Developer, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5. Transmission Provider may also file the agreement with FERC in unexecuted form if Project Developer does not comply with the requirements above.</p>		
111.	Tariff, Part IX, Subpart G, Network Upgrade Cost Responsibility Agreement, section 27	<p>27. No waiver by either Party of one or more breaches 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 breach, whether of a like or different character</p>	<p>27. No waiver by either Party of one or more breaches 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 breach, whether of a like or different character.</p>	Duplicative provision removed.
112.	Tariff, Part IX, Subpart G, Network Upgrade Cost Responsibility Agreement, section 29	<p>29. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.</p>	<p>29. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.</p>	Duplicative provision removed.
113.	Tariff, Part IX, Subpart H, Form of Network Upgrade Cost Responsibility	<p>Such written consent can be in the form of a consent to assignment or other written agreement. Such written consent of the other parties shall not be unreasonably withheld, conditioned, or delayed. Consistent with Tariff,</p>	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
Agreement, Appendix 2, section 4.1	<p>Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to the Project Developers. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developers shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if the Project Developers fail to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by the Project Developers, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request</p>		

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		that a consent to assignment agreement be filed unexecuted with the Commission. Transmission Provider may also file the agreement with FERC if Transmission Owner does not comply with the requirements above.		
114.	Tariff, Part IX, Subpart H, Form of Network Upgrade Cost Responsibility Agreement, Appendix 2, section 4.2.1	A party to this NUCRA may choose to enter a consent to assignment or other written agreement to effectuate an assignment allowed by section 4.2.1 of this Appendix 2. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to the Project Developers. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, the Project Developers shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Such agreement shall be deemed terminated and withdrawn if the Project Developers fail to comply with these requirements. Not later than fifteen (15) Business Days after execution by the Project Developers, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file with FERC the agreement in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
115.	<p>Tariff, Part IX, Subpart H, Form of Network Upgrade Cost Responsibility Agreement, Appendix 2, section 13.3</p>	<p>In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Such agreement shall be deemed to be terminated and withdrawn if Project Developer fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Project Developer,</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
116.	<p>Tariff, Part IX, Subpart I, Form of Surplus Interconnection Study Agreement, Miscellaneous, section 12</p>	<p>12. Any notice or request made to or by any Party regarding this Agreement shall be made to the representative of the other Party as indicated below.</p>	<p>12. Any notice or request made to or by any Party regarding this Agreement shall be made to the representative of the other Party as indicated below.</p> <p><u>12. 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</u></p>	<p>Changes made for consistency with other agreements under Part IX.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<u>Party, or by personal delivery to the Party, at the address specified below.</u>	
117.	Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Article 5	Article 5 – [Reserved]	Any notice or request made to or by any Party regarding this CSA shall be made to the Parties, as indicated below: <u>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.</u>	Changes made for consistency with other agreements under Part IX.
118.	Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Article 5, section 5.2	In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider’s tender for execution of such agreement, Developer Party shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Following tender of the agreement and no later than fifteen	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>(15) Business Days after execution by Developer Party, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file with FERC the agreement in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above,</p>		
119.	<p>Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Article 5, sections 5.5-5.6</p>	<p>No previous language.</p>	<p><u>5.5 Addendum of Interconnection Customer’s Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status.</u> <u>To the extent required, in accordance with section 4.0 to Appendix III to this CSA, Schedule E to this CSA shall set forth the Interconnection Customer’s agreement to conform with the IRS safe harbor provisions for non-taxable status.</u></p> <p><u>5.6 Addendum of Non-Standard Terms and Conditions for Construction Service.</u></p>	<p>Changes made to include provisions that were inadvertently omitted from prior drafts.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>Subject to FERC approval, the parties agree that the terms and conditions set forth in the attached Schedule F are hereby incorporated by reference, and made a part of, this CSA. In the event of any conflict between a provision of Schedule F that FERC has accepted and any provision of the standard terms and conditions set forth in Appendix III to this CSA that relates to the same subject matter, the pertinent provision of Schedule F shall control.</u></p>	
120.	<p>Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Appendix 3, section 6.2.7</p>	<p>Within 10 days after notifying Transmission Provider and the Transmission Owner of its election to exercise the Option to Build, Developer Party shall solicit bids from one or more Approved Contractors named on the Transmission Owner’s List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Network Upgrades that the Developer Party seeks to build under the Option to Build on terms</p>	<p>Within 10 days after notifying Transmission Provider and the Transmission Owner of its election to exercise the Option to Build<u>executing this CSA or directing that this CSA be filed</u>, Developer Party shall solicit bids from one or more Approved Contractors named on the Transmission Owner’s List of Approved Contractors to procure equipment for, and/or to design, construct and/or install, the Network Upgrades that the Developer Party seeks to build under the Option to Build on terms</p>	<p>Language added to clarify execution timelines.</p>
121.	<p>Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Appendix III, section 10.1</p>	<p>Such written consent can be in the form of a consent to assignment or other written agreement. Such written consent of the other Interconnection Parties shall not be unreasonably withheld, conditioned, or delayed. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider’s tender for execution of such</p>	<p>Provisions removed.</p>	<p>Provisions removed in response to concerns raised by stakeholders.</p>

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	<p>agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Following tender of the agreement and no later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement unexecuted with the Commission. Transmission Provider may also file the agreement with FERC.</p>		
122.	Tariff, Part IX, Subpart J, Form of	An Interconnection Party may choose to enter a consent to assignment or other written	Provisions removed in response to concerns raised by stakeholders.

Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
Construction Service Agreement, Appendix III, section 10.2.1	<p>agreement to effectuate an assignment allowed by section 10.2.1 of this Appendix 2. Consistent with Tariff, Part IX, section 1, Transmission Provider shall tender a consent to assignment agreement to Project Developer. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Project Developer shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed be terminated and withdrawn if Project Developer fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Project Developer, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion</p>		

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.		
123.	Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Appendix III, section 17.5	In the event an amendment is desired, Transmission Provider, consistent with Tariff, Part IX, section 1, Transmission Provider shall tender an agreement to amend. No later than fifteen (15) Business Days after Transmission Provider's tender for execution of such agreement, Developer Party shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or that the agreement be filed unexecuted with the Commission. Such agreement shall be deemed terminated and withdrawn if Developer Party fails to comply with these requirements. Not later than fifteen (15) Business Days after execution by Developer Party, Transmission Owner shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or request that a consent to assignment agreement be filed unexecuted with the Commission. Following execution by Transmission Owner, Transmission	Provisions removed.	Provisions removed in response to concerns raised by stakeholders.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
		<p>Provider shall either: (i) execute the agreement; or (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 or, if concerning the Regional Transmission Expansion Plan, consistent with Operating Agreement, Schedule 5, or (iii) file the agreement with FERC in unexecuted form. Transmission Provider may also file the agreement with FERC in unexecuted form if Transmission Owner does not comply with the requirements above.</p>		
124.	<p>Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Schedule D</p>	<p>No previous language.</p>	<p style="text-align: center;"><u>SCHEDULE D</u> <u>APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS</u> <u>{Include the following language if not required:}</u> <u>Not Required.</u> <u>{Otherwise, include the following language:}</u> <u>The following technical requirements and standards shall apply. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this CSA, the Tariff and/or this CSA shall control.</u> <u>{Instructions: If the relevant TO Applicable Technical Requirements and Standards are posted on the PJM website, use the following language, subject to modifications as appropriate:}</u> <u>[Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply. The [Name of TO Standards] [version number (if known and applicable)] dated [insert effective date of the Standards] is available on the PJM website.</u></p>	<p>Changes made to include provisions that were inadvertently omitted from prior drafts.</p>

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>{Instructions. If the relevant TO Applicable Technical Requirements and Standards are not posted on the PJM website, use the following language, subject to modifications as appropriate:}</u></p> <p><u>{Name of TO Standards} [version number (if known and applicable)] dated [insert effective date of the Standards] shall apply.</u></p>	
125.	Tariff, Part IX, Subpart J, Form of Construction Service Agreement, Schedule E	No previous language.	<p style="text-align: center;"><u>SCHEDULE E</u></p> <p style="text-align: center;"><u>DEVELOPER PARTY’S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS</u></p> <p style="text-align: center;"><u>{Include the appropriate language from the alternatives below:}</u></p> <p style="text-align: center;"><u>{Include the following language if not required:}</u></p> <p style="text-align: center;"><u>Not Required.</u></p> <p style="text-align: center;"><u>[OR]</u></p> <p style="text-align: center;"><u>{Include the following language if applicable to Project Developer:}</u></p> <p><u>As provided in section 4.0 of Appendix III to this CSA and subject to the requirements thereof, Developer Party represents that it meets all qualifications and requirements as set forth in section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 2016-36, 2016-25 I.R.B. (6/20/2016) (the “IRS Notice”). Developer Party agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, as they may be amended, as required to confer non-taxable</u></p>	Changes made to include provisions that were inadvertently omitted from prior drafts.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
			<p><u>status on some or all of the transfer of property, including money, by Developer Party to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades specified in this GIA.</u></p> <p><u>Nothing in Developer Party's agreement pursuant to this Schedule E shall change Developer Party's indemnification obligations under section 4.2 of Appendix III to this CSA.</u></p>	
126.	Tariff, Part IX, Subpart K, Form of Upgrade Application and Studies Agreement, Miscellaneous, section 23	23. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.	<p>Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.</p> <p><u>23. 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.</u></p>	Changes made for consistency with other agreements under Part IX.
127.	Tariff, Part IX, Subpart L, Affected System	Network Upgrade Funding Agreement	Agreement removed.	Agreement removed, as this will be the subject of a separate filing to be submitted by the PJM TOs.

	Tariff, Part, Section, Title	Language presented at First Read on March 23, 2022	Present version of the language	Rationale
	Customer Facilities Study, Network Upgrade Funding Agreement			
128.	Tariff, Part IX, Subpart L, Affected System Customer Facilities Study, Miscellaneous, section 15	15. Any notice or request made to or by either party regarding this Agreement shall be made to the representative of the other party as indicated below.	<p>15. Any notice or request made to or by either party regarding this Agreement shall be made to the representative of the other party as indicated below.</p> <p><u>15. 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.</u></p>	Changes made for consistency with other agreements under Part IX.