

effective date requested, most comments are supportive of the revisions proposed to comply with the Commission's Final Rule.

I. ANSWER

A. *The Requested Effective Date is Consistent With Other Tariff Changes to PJM's Interconnection Process*

In its Compliance Filing, PJM requested an effective date no earlier than the interconnection queue commencing April 1, 2020 to allow the proposed revisions to coincide with the beginning of a new interconnection queue.⁷

Historically, PJM has requested (and the Commission has granted) that the effective date of revisions to the interconnection process coincide with the beginning of a new interconnection queue.⁸ In each case cited in the Clean Energy Entities Comments challenging such precedent,⁹ PJM's requested November 1 effective date did, in fact, coincide with the beginning of a new interconnection queue at that time.¹⁰

⁷ Compliance Filing at 49.

⁸ See, e.g., *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER18-750-000 (March 19, 2018) (granting the requested effective date to allow PJM to implement the Tariff revisions on the date a new queue opens to ensure all projects in the queue are treated equitably); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER17-2232-000 (Sept. 11, 2017) (granting the requested effective date to allow PJM to implement the Tariff revisions on the date a new queue opens to ensure all projects in the queue are treated equitably); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER17-108-000 (Jan. 5, 2017) (granting the requested effective date to allow PJM to implement the Tariff revisions on the date a new queue opens); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER16-2518-000 (Oct. 7, 2016) (granting the requested effective subject to further compliance to allow PJM to implement the Tariff revisions on the date a new queue opens to ensure all projects in the queue are treated equitably); and *PJM Interconnection, L.L.C.*, 149 FERC ¶ 61,265 (Dec. 19, 2014) (granting the requested effective date to coincide with the date a new queue opens).

⁹ Clean Energy Entities Comments at 5.

¹⁰ See, e.g., *PJM Interconnection, L.L.C.*, Compliance Filing for Order Nos. 827 and 828, Docket No. ER17-108-000 at 13 (accepted by letter order issued Jan. 5, 2017). Effective May 1, 2012, PJM implemented a six-month queue cycle with queues commencing May 1 and November 1 each year. See *PJM Interconnection, L.L.C.*, 139 FERC ¶ 61,079 (Apr. 30, 2012) (accepting PJM's six-month queue cycle). Following acceptance of such revisions, PJM requested that changes to Tariff interconnection process commence at the beginning of a new queue, e.g., November 1. See also, *PJM Interconnection, L.L.C.*, Compliance Filing for Order No. 792, Docket No. ER14-2590-000 at 4, 14 (Aug. 4, 2014). As a result of the revisions requested in Docket No. ER16-2518-000, the six-month queue cycles were changed to commence on April 1 and October 1 each year. See *PJM Interconnection, L.L.C.*, Filing to Support Interconnection Request and Feasibility Study Process, and Ensure Recovery of Interconnection Request Review and Study Costs, Docket No. ER16-2518-000 (accepted by letter order issued Oct. 7, 2016).

Requiring an effective date outside the commencement of a new interconnection queue would complicate the process to study the queue and result in inequitable treatment of projects in the same queue. For example, if these revisions were to become effective in the middle of a queue window, projects that entered the queue prior to the effective date would be subject to the existing tariff provisions and projects entering the queue after the effective date would be subject to the new rules.

Moving the effective date to coincide with the beginning of a new interconnection queue not only is administratively easier for PJM to implement but also ensures that all prospective interconnection customers within their respective interconnection queues are treated similarly. Additionally, it affords interconnection customers entering a new queue prior notice of the new rules applicable to such queue.

The Commission has granted similar requests in the past to allow the revisions related to the interconnection process to coincide with the beginning of a new interconnection queue. As stated in numerous filings proposing revisions to the interconnection process, requiring implementation on a date other than the effective date of a new queue would subject PJM projects in the same queue to different procedures.

In its Protest, Lendlease argues that the Commission should grant an effective date “to include projects currently in the queue that have not yet received an executed an interconnection service agreement and require further studies as part of the interconnection process.”¹¹ PJM disagrees. The Commission should not permit the revisions in PJM’s Compliance Filing to become effective prior to the commencement of a new queue. Interconnection projects entered the existing queues accepting the tariff provisions effective at that time. While some projects

¹¹ Lendlease Protest at 5.

may want to take advantage of the new provisions, others may not. For example, under the current option to build provisions, an interconnection customer in the queue may wish to build transmission owner Non-Direct Connection Network Upgrades, as permitted under the current Tariff.¹² However, under PJM's Order No. 845 Compliance Filing, transmission owner Non-Direct Connection Network Upgrades are no longer accessible under option to build and, therefore, the interconnection customer in the existing queue would not be permitted to build Non-Direct Connection Network Upgrades under option to build. Additionally, under the current Tariff, the interconnection customer and the interconnected transmission owner must agree to the inclusion of transmission owner oversight costs under the option to build; however, under the revisions included in PJM's Order No. 845 Compliance Filing, the interconnection customer is required to reimburse the interconnected transmission owner's oversight costs under the option to build.¹³ There are many other examples of such differences as a result of the Order No. 845 Compliance Filing. Consequently, the Commission has determined in other filings revising interconnection processes that the more judicious approach is to implement Tariff revisions to the interconnection process with the commencement of a new queue.

As to whether the Commission should permit PJM to implement the revisions in its Order No. 845 Compliance Filing no earlier than the queue commencing April 1, 2020, even if the Commission were to issue its order on the Compliance Filing within the next two months, *i.e.*, prior to the commencement of the new queue commencing on October 1, 2019, it would be very difficult to implement such changes given the lead time necessary to integrate process changes that affect markets, operations and planning procedures (and capture such changes in the PJM Manuals), as well as modify four separate software applications (*e.g.*, one external application,

¹² PJM Tariff, Attachment P, Appendix 2, section 3.2.3.1 and Attachment GG, Appendix III, section 6.2.1.

¹³ PJM Tariff, Attachment P, Appendix 2, section 3.2.3.1 and Attachment GG, Appendix III, section 6.2.1 *proposed*.

two internal applications and the PJM website) and an existing data base to accommodate additions such as surplus interconnection service, which is a wholly new interconnection process.¹⁴ Also, additional process changes will be required, including development of manual language, to accommodate other revisions proposed in the Order No. 845 Compliance Filing.

Consequently, allowing an April 1, 2020 effective date will afford PJM sufficient lead time to coordinate process changes, including manual revisions, and implement software changes necessary to ensure an orderly implementation of the revisions required under Order No. 845, as well as to ensure that all prospective interconnection customers within their respective interconnection queues are treated equitably.

Finally, PJM Generation Developers protest that numerous features of PJM's Compliance Filing "have nothing to do with PJM's processing of its queue" is incorrect.¹⁵ Given PJM's priority-based queue, all revisions to the interconnection process affect PJM's processing of its queue. First, each revision is a part of the whole set of reforms submitted in compliance with Order No. 845. Attributing multiple effective dates to the numerous revisions submitted to address the Commission's ten significant reforms to its *pro forma* Large Generator Interconnection Procedures (*pro forma* "LGIP") and *pro forma* Large Generator Interconnection Agreement ("*pro forma* LGIA") would not only complicate the interconnection study process but would be confusing to the interconnection customers in the queue or under restudy in trying to understand which reforms apply to them. Moreover, allowing the revisions in the Compliance

¹⁴ Contrary to the argument raised in the Lendlease Protest (at 5), PJM and Midcontinent Independent System Operator, Inc. ("MISO") requested, and the Commission granted, an effective date more than 14 months from the filing of proposed revisions to allow the lead time necessary to develop, test and finalize complex software and process changes associated with the revisions requested. *See, e.g., Midcontinent Independent System Operator, Inc., et al.*, 155 FERC ¶ 61,038 at P 47 (Apr. 18, 2016).

¹⁵ Generation Developer Protest at 9.

Filing to apply to projects that have been in the queue study process will trigger a significant number of restudies that will impact all projects in the queue.

B. Option to Build

1. Changes to the Timing to Elect Option to Build

PJM Generation Developers object¹⁶ to PJM’s proposal to move the timing to exercise option to build from “after execution of the interconnection service agreement” to “within 30 days from the date when the interconnection customer receives the results of the Facilities Study (or, if no Facilities Study is required, at the completion of the System Impact Study)” and an executable interconnection service agreement.¹⁷ PJM Generation Developers argue that making edits and recirculating *draft* interconnection service agreements and interconnection construction service agreements “is nothing new” and “PJM does that now,” so even if PJM’s proposed revisions were accepted “it would not improve the efficiency” because PJM will still be circulating edited drafts.¹⁸ PJM Generation Developers’ understanding of PJM’s proposal in its Compliance Filing seems confused as PJM Generation Developers later states in its Protest that “[t]he better place to elect Option to Build is when the ISA/ICSA are circulated.”¹⁹ In fact, that is what PJM is proposing in its Order No. 845 Compliance Filing, *i.e.*, interconnection customer must elect option to build no later than 30 days from the date the interconnection customer receives the results of the Facilities Study (or, if no Facilities Study is required, completion of the System Impact Study),²⁰ which is the point in time when the interconnection service agreement

¹⁶ PJM Generation Developers Protest at 2 – 4.

¹⁷ PJM Compliance Filing at 13 – 14; *see also*, PJM Tariff, Attachment P, Appendix 2, section 3.2.3.1 and Attachment GG, Appendix III, section 6.2.2 *proposed*.

¹⁸ PJM Generation Developers Protest at 2.

¹⁹ *Id.* at 4.

²⁰ PJM Tariff, Attachment P, Appendix 2, section 3.2.3.1 *proposed*.

is circulated and reviewed by the interconnection customer prior to execution of such agreement.²¹

Under the Tariff's current interconnection process, an interconnection customer may elect to exercise option to build as late as "seven days after the date that is 30 days *after execution* of the interconnection service agreement (emphasis added)."²² Obviously, if the interconnection customer waits until 30 days after execution of the interconnection service agreement, the agreement is not a draft. Rather, it is an executed interconnection service agreement that likely has either been reported in PJM's FERC electric quarterly report ("EQR") or filed with the Commission.

Although PJM's proposed revision in its Compliance Filing is still after an interconnection customer must elect option to build under FERC's *pro forma* process,²³ PJM believes that the proposed revision is reasonable as the interconnection customer will have either a final System Impact Study or Facilities Study report and an executable interconnection service agreement that identify all required network upgrades before the parties must execute such agreement. Moving up the election of the option to build to prior to executing the interconnection service agreement, still provides the interconnection customer with the transparency needed to make such a decision and it gives PJM the opportunity to collect all requisite security associated with the project at the time the final, executed interconnection service agreement is returned to PJM. It will also allow parties to negotiate freely any issues

²¹ See e.g., PJM Tariff, section 212.4(a) (Once the interconnection customer receives the final study and the executable interconnection service agreement, the interconnection customer has 60 days to review and execute the interconnection service agreement to PJM).

²² Tariff, Attachment P, Appendix 2, section 3.2.3.1.

²³ Under the *pro forma* LGIA, the interconnection customer must elect option to build at the same time the interconnection customer selects the in-service date and commercial operation date, which should generally be identified for the Facilities Study. See *pro forma* LGIA, Article 5.1. In PJM, the planned in-service date is required to be included in the Feasibility Study Agreement. See PJM Tariff, section 36.1.01.

resulting from such election prior to entering into an interconnection service agreement, which is consistent with the process set forth in the *pro forma* LGIA. Finally, it avoids having to amend executed, filed agreements.

Even though this proposal was not specifically addressed under Order No. 845, given the Commission's more expansive application of option to build and the expectation that more interconnection customers may exercise this option, PJM proposed this change to afford the interconnection customer a sufficient level of transparency regarding the Direct Connection Network Upgrades and associated cost estimates that would be eligible to be built by the interconnection customer under option to build as opposed to adopting Commission's *pro forma* LGIA that requires an interconnection customer to elect the option to build much earlier in the study process when the customer selects its in-service date and commercial operation date.

As to PJM Generation Developers Protest that interconnection customers need affected system information to assess whether to exercise option to build. PJM's current interconnection process provides affected system information to the interconnection customer in the System Impact Study report.²⁴ And, any necessary affected system upgrades identified by the affected system are memorialized in the executable interconnection service agreement. Consequently, moving the timing to exercise option to build to within 30 days from the date when the interconnection customer receives the results of the Facilities Study (or, if no Facilities Study is required, at the completion of the System Impact Study) and an executable interconnection service agreement, provides the interconnection customer all affected system information to assess whether to exercise option to build under PJM's tariff process.

²⁴ Manual 14B, section 4.3.1 (during the System Impact Study phase, PJM considers affected systems and again contacts affected systems, previously identified as having potential for impacts from the PJM projects under study during the Feasibility Study phase, to determine whether the affected system identified any impacts to the affected system that need to be identified in the PJM customer's System Impact Study together with any need for affected system reinforcements).

Finally, the AEPSC Protest notes that as a result of the revisions to Tariff, Attachment P, Appendix 2, section 3.2.3.2(a)(iii) (“*pro forma* ICSA”) proposed in PJM’s Order No. 845 Compliance Filing, there was no need to keep revisions to section 3.2.3.8 of the *pro forma* ICSA submitted in compliance²⁵ to the order issued in the Complaint Docket No. EL19-18-000 filed by American Electric Power Service Corporation (“AEPSC”).²⁶ AEPSC contends that the revisions to section 3.2.3.8 have created a discrepancy or gap between the scope of section 3.2.3.8 and section 3.2.3.9.²⁷ Given the changes to section 3.2.3.2(a)(ii) in the Order No. 845 Compliance Filing, AEPSC asserts that the change to section 3.2.3.8 is not necessary and should be removed in this Order No. 845 Compliance Filing. Accordingly, if the Commission deems it appropriate, PJM suggests that the Commission direct PJM by way of compliance in this docket to delete the revisions proposed in the AEPSC Compliance Filing to revert the language in section 3.2.3.8 back to its original state prior to the AEPSC Complaint.

2. *Network Upgrades are identified and included in the System Impact Study and the Facilities Study Reports, as applicable, and Memorialized in the Interconnection Service Agreement*

PJM Generation Developers protest that PJM’s Compliance Filing “is not clear that PJM will identify in the Facilities Study which Network Upgrades qualify for Stand Alone Network

²⁵ *PJM Interconnection, L.L.C.*, Compliance Filing to AEPSC Complaint, Docket No. ER19-1922-000 (May 21, 2019) (“AEPSC Compliance Filing”).

²⁶ *American Electric Power Service Corporation v. PJM Interconnection, L.L.C.*, 167 FERC ¶ 61,121 (May 10, 2019) (“AEPSC Complaint Order”).

²⁷ Basically, AEPSC suggests that without further revisions to section 3.2.3.9, the protections afforded to interconnected transmission owners in section 3.2.3.9 could be interpreted incorrectly to be applicable only with respect to review of interconnection customer’s initial drawings. AEPSC Protest at 13.

Upgrades”²⁸ and it “is not PJM’s current practice.”²⁹ Based on those incorrect assessments, the PJM Generation Developers conclude that it is not clear that the interconnection customer “will be provided information to determine what facilities might be eligible for the Option to Build.”³⁰

Contrary to such assertions, under PJM’s current interconnection process Network Upgrades required to accommodate an interconnection project are identified during the interconnection study process,³¹ System Impact Study³² and

²⁸ As stated in PJM’s Compliance Filing, PJM use of the term Direct Connection Network Upgrades is equivalent to the term Stand Alone Network Upgrades in the *pro forma* LGIA, Article 1 (Definitions). See Tariff, OATT Definitions, L-M-N. Direct Connection Local or Direct Connection Network Upgrades are Greenfield projects, which have no impact or potential impact on the transmission system until the final tie-in is complete. Direct Connection upgrades include new facilities that are required to interconnect the interconnection Customer facilities to the existing transmission system which will carry network flows once completed and energized. These upgrades can be constructed without requiring outages of existing, operating transmission facilities. An example of a Direct Connection Network Upgrade is an interconnection switchyard. See Manual 14B, section 4.5.

²⁹ PJM Generation Developers Protest at 3.

³⁰ *Id.* at 3.

³¹ Tariff, section 36.2 provides that under a Feasibility Study, PJM shall:

[M]ake a preliminary determination of the type and scope of Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Request and to provide the Interconnection Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Interconnection Customer’s cost responsibility This study also focuses on determining preliminary estimates of the type, scope, cost and lead time for construction of facilities required to interconnect the project.

³² Tariff, section 205.2 provides in pertinent part that a System Impact Study shall identify:

Direct Assignment Facilities, Local Upgrades, and/or Network Upgrades required to accommodate [an interconnection project]. The System Impact Study provides refined and comprehensive estimates of cost responsibility and construction lead times for new facilities and system upgrades. . . . Each System Impact Study shall identify . . . Attachment Facilities, Local Upgrades, and/or Network Upgrades necessary to accommodate such request. The System Impact Study shall refine and more comprehensively estimate each New Service Customer’s cost responsibility. . . for necessary facilities and upgrades than the estimates provided in the Interconnection Feasibility Study. . . .

Facilities Study³³ reports including cost estimates. By way of example, PJM is providing a link to a Facilities Study report³⁴ that details the three separate categories of upgrades: (i) Direct Connection Local and Direct Connection Network Upgrades; (ii) Non-Direct Connection Local and Non-Direct Connection Network Upgrades; and (iii) Attachment Facilities. Each category is discussed in detail in the study report. That information is also carried through and included in the interconnection service agreement and interconnection construction service agreement. As you can see, this level of detail has been provided to interconnection customers as far back as October 2015.³⁵

Given that such information is already provided for under PJM's current process and described in the Tariff and the PJM Manual, PJM believes the PJM Generation Developers' concern regarding identification of which Network Upgrades qualify as Direct Connection Network Upgrades is without merit.³⁶

³³ Tariff, section 207 provides in pertinent part that a Facilities Study will include:

[G]ood faith estimates of the cost . . . (a) to be charged to each affected New Service Customer for the (i) Attachment Facilities, Merchant Network Upgrades or Direct Assignment Facilities, and (ii) the Local Upgrades and/or Network Upgrades that are necessary to accommodate each New Service Request evaluated in the study; (b) the time required to complete detailed design and construction of the facilities and upgrades; and (c) a description of any site-specific environmental issues or requirements that could reasonably be anticipated to affect the cost or time required to complete construction of such facilities and upgrades. The Facilities Study will document the engineering design work necessary to begin construction of any required transmission facilities, including estimating the costs of the equipment, engineering, procurement and construction work needed to implement the conclusions of the System Impact Study in accordance with Good Utility Practice and . . . the nature and estimated costs of Attachment Facilities, Merchant Network Upgrades, Direct Assignment Facilities, Local Upgrades and/or Network Upgrades necessary to accommodate the New Service Request.

³⁴ See PJM website at https://pjm.com/pub/planning/project-queues/facilities/z2028_fac.pdf at 3 -5.

³⁵ See also the same level of detail included in a System Impact Study report at https://www.pjm.com/pub/planning/project-queues/impact_studies/w4009_imp.pdf and Facilities Study report at https://www.pjm.com/pub/planning/project-queues/facilities/w4009_fac.pdf posted in 2013.

³⁶ PJM Generation Developers Protest at 3.

C. Contingent Facilities

The PJM Generation Developers argue that PJM has not included a method to determine contingent facilities. In support of its protest, Generation Developers cite to the Notice of Proposed Rulemaking (“NOPR”) for guidance³⁷ arguing that PJM did not detail sufficiently the method it will use to determine why a specific contingent facility was included on the list of contingent facilities and how such facility impacts the interconnection request.³⁸

Contrary to PJM Generation Developers Protest, the PJM Tariff already describes the analysis conducted under the system impact study to determine the effect of adding a new generator and identify the facilities such as Attachment Facilities, Merchant Network Upgrades, Direct Assignment Facilities, Local Upgrades, Network Upgrades and/or Contingent Facilities needed to accommodate each generation project. Specifically, section 205.2 provides that PJM (i) performs a generator deliverability test (*i.e.*, evaluating the new generator’s impact on deliverability to the aggregate of PJM Network Load), (ii) identifies system constraints (*e.g.*, new violations and violations we have already seen, as well as previously identified upgrades and previous upgrade solutions) by transmission element or flowgate related to the new generation project, including facilities such as contingent facilities required to accommodate the project; (iii) redispatch options; and (iv) additional facilities, including contingent facilities, necessary to accommodate the new project.³⁹

³⁷ *Id.* at 4.

³⁸ *Reform of Generator Interconnection Procedures and Agreements*, Notice of Proposed Rulemaking, Docket No. RM17-8-000 at P 103 (Dec. 15, 2016).

³⁹ PJM Tariff, section 205.2

Section 205.2.1 also provides that PJM will identify the contingent facilities included in the System Impact Study report:

[B]y reviewing unbuilt Interconnection Facilities and/or Network Upgrades . . . associated with another Interconnection Customer with a higher queue priority upon which the Interconnection Customer’s cost, timing and study findings are dependent and, if delayed or not built, could cause a need of interconnection restudies of the Interconnection Request or reassessment of the unbuilt Interconnection Facilities and/or Network Upgrades.⁴⁰

The list of unbuilt Interconnection Facilities and/or Network Upgrades are included in PJM’s database and the list of such unbuilt transmission facilities is publicly available on PJM’s website.⁴¹

Given the detail already included in the Tariff and added under PJM’s Order No. 845 Compliance Filing, as well as the technical implementation detail relating to the methodology included in PJM’s Manual 14A, and the lack of specificity by the PJM Generation Developers regarding what more is needed relative to the study basis PJM employs to identify contingent facilities, the Commission should find that this argument is unsubstantiated and without merit.

D. PJM Generation Developers Argument that PJM’s Study Deadline and Reporting Requirements Should Be Denied Because MISO and SPP Have Similar Six-Month Queue Windows and They Propose to Report on Performance Every Quarter

It is not the six month queue window that is driving PJM’s request for variation from Order No. 845’s requirement to post study results on a quarterly basis.⁴² Rather, unlike other transmission providers, PJM’s Feasibility Study and System Impact Study deadlines are static. And, contrary to the PJM Generation Developers Protest, the deadlines are “emblematic of the

⁴⁰ See, e.g., https://www.pjm.com/pub/planning/project-queues/impact_studies/ac1162_imp.pdf at 7 – 10. This System Impact Study is a good example of the level of information provided to the interconnection customer relative to contingent facilities.

⁴¹ See <https://www.pjm.com/planning/rtep-upgrades-status/construct-status.aspx>.

⁴² PJM Compliance Filing at 23.

tasks PJM performs to timely move Interconnection Requests through its queue.”⁴³ More specifically, and as pointed out by PJM Generation Developers, the Feasibility Study is due 120 days after the close of a queue window, which will always be either January 31 (1st Quarter) or July 31 (3rd Quarter) each year. If a Feasibility Study is issued on time, a System Impact Study report is due 120 days later, which will always be either February 28 (1st Quarter) or August 30 (3rd Quarter) each year. Finally, if a System Impact Study report is issued on time a Facilities Study would be due 180 days after execution of the Facilities Study, which will always be either March 31 (1st Quarter) or September 30 (3rd Quarter) each year. Thus, as stated in the Order No. 845 Compliance Filing, there are no “on time” study results to report in the second or fourth quarters; and, therefore, any results reported in the second or fourth quarters will always fail to meet the 25 percent threshold because “the study results reported in the second and fourth quarters would most likely reflect studies delayed from the first and third quarters.”⁴⁴ Consequently, the second and fourth quarters’ numbers would not present a meaningful picture relative to timely completion of studies.”⁴⁵

By granting this variation, PJM’s information reports will reflect accurately whether PJM is or is not meeting its study deadlines and would “provide all market participants with timely [*and accurate*] information about how PJM is doing.”⁴⁶ This fact was exemplified in the table included in PJM’s Order No. 845 Compliance Filing, which illustrated that information reported on a six-month basis relative to PJM’s study completion rate showed some improvement as compared to the zig zag results when the information is reported quarterly.⁴⁷ For all reasons

⁴³ PJM Generation Developers Protest at 6.

⁴⁴ PJM Compliance Filing at 25.

⁴⁵ *Id.*

⁴⁶ PJM Generation Developers Protest at 7.

⁴⁷ PJM Compliance Filing at 26.

stated in its Order No. 845 Compliance Filing, PJM requests that the Commission grant the requested variance and permit PJM to submit its informational reports on a six-month basis.

E. Surplus Interconnection Service

In its protest, PJM Generation Developers requests that the Commission order PJM to explain its zero megawatt (“MW”) generator concept and the rights a generator may receive. Preliminarily, this is one area of PJM’s Order No. 845 Compliance Filing that needs further detail by way of manual changes through the stakeholder process. However, in response to the PJM Generation Developers request, PJM contemplates that projects entering the queue requesting Surplus Interconnection Service, but fail to qualify, will receive a Feasibility Study report and executable System Impact Study Agreement consistent with Tariff, section 204.3. At that point, the interconnection customer may elect to either withdraw its interconnection request or continue forward through the study process and be studied as a zero MW generator requesting interconnection service below its generating facility’s capability.⁴⁸

As to Sandhill Energy’s request that the Commission reject PJM’s Order No. 845 Compliance Filing related to surplus interconnection service because it precludes the generator requesting surplus interconnection service from providing additional capacity,⁴⁹ Order No. 845 specifically provided that “surplus interconnection service cannot exceed the total interconnection service already provided by the original interconnection customer’s [interconnection service agreement].”⁵⁰ While PJM’s Compliance Filing is consistent with Order

⁴⁸ PJM Compliance Filing at 30 – 33. See PJM Tariff, section 204.3 which provides that upon completion of the Feasibility Study, PJM will tender to the affected interconnection customer a System Impact Study Agreement. For an interconnection request to retain its assigned queue position pursuant to Section 201, the interconnection customer must submit to PJM, among other things, the executed System Impact Study Agreement within 30 days of receiving such agreement and requisite deposit. If an interconnection customer fails to comply with section 204.3, the interconnection request will be terminated and withdrawn from the interconnection queue.

⁴⁹ Sandhill Comments at 1.

⁵⁰ Order No. 845 at P 472.

No. 845, Sandhill's request is not countenanced by Order No. 845 and therefore should be dismissed.

II. CONCLUSION

WHEREFORE, for all of the reasons stated herein, the Commission should grant PJM's leave to answer, accept PJM's responses and clarifications, and accept PJM's revisions to its Tariff as submitted in PJM's Order No. 845 Compliance Filing.

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Audubon, this 11th day of July 2019.



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