

**UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

PJM Interconnection, L.L.C.

)

Docket No. ER24-8-001

**MOTION FOR LEAVE TO ANSWER AND ANSWER
OF PJM INTERCONNECTION, L.L.C.**

Pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission (“Commission” or “FERC”) Rules of Practice and Procedure,¹ PJM Interconnection, L.L.C. (“PJM”) respectfully submits this Motion for Leave to Answer and Answer to the comments submitted on January 23, 2024, by EDF Renewables, Inc. (“EDFR”) in the captioned proceeding.² The Comments attack PJM’s response³ to the Commission’s letter requesting additional information⁴ concerning certain service agreements.⁵ However, contrary to EDFR’s contentions, PJM fully complied with its Open Access Transmission

¹ 18 C.F.R. §§ 385.212, 385.213.

² *PJM Interconnection, L.L.C.*, Comments of EDF Renewables, Inc. to PJM’s Response to Deficiency Letter, Docket No. ER24-8-000 (Jan. 23, 2024) (“Comments”).

³ *PJM Interconnection, L.L.C.*, Submission of Response to Deficiency Letter, Original ISA, SA No. 7092, Original ICSA, SA No. 7093 of PJM Interconnection, L.L.C., Docket No. ER24-8-001 (Jan. 2, 2024) (“Deficiency Response”).

⁴ *PJM Interconnection, L.L.C.*, Deficiency Letter, Docket No. ER24-8-000 (Nov. 30, 2023) (“November 30 Letter”).

⁵ Specifically, the Interconnection Service Agreement (“ISA”) among PJM as Transmission Provider, Bowfin Solar LLC (“Bowfin Solar”) as Interconnection Customer, and AEP Indiana Michigan Transmission Company, Inc. (“AEP”) as Interconnected Transmission Owner (“Bowfin Solar ISA”), and the Interconnection Construction Service Agreement (“ICSA”) among PJM, Bowfin Solar, and AEP (“Bowfin Solar ICSA”). *PJM Interconnection, L.L.C.*, Original ISA, SA No. 7092 & Original ICSA, SA No. 7093; Queue No. AF1-092, Docket No. ER24-8-000 (Oct. 2, 2023) (“October 2 Filing”) (PJM filing of an unexecuted ISA and unexecuted ICSA by and among PJM, Bowfin Solar as Interconnection Customer, and AEP as Interconnected Transmission Owner (collectively, the “Bowfin Solar Agreements”). Consistent with 18 C.F.R. § 35.3(a)(2), PJM in the October 2 Filing requested an effective date for the Bowfin Solar Agreements of December 1, 2023. October 2 Filing at 2, 5. On November 7, 2023, PJM responded to a protest by EDFR. See *PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of PJM Interconnection, L.L.C., Docket No. ER24-8-000 (Nov. 7, 2023) (“PJM Answer”); *PJM Interconnection, L.L.C.*, Protest of EDF Renewables, Inc., Docket No. ER24-8-000 (Oct. 23, 2023) (“EDFR Protest”).

Tariff (“Tariff”)⁶ in its communications with Bowfin Solar and its material modification analysis. The Facilities Study Report PJM provided to Bowfin Solar is fully consistent with the Tariff, and the resulting ISA and ICSA are just and reasonable and should be accepted as such under section 205 of the Federal Power Act (“FPA”).⁷ The remedies EDFR seeks in the Comments (i.e., the same relief requested in the EDFR Protest and EDFR’s subsequent answer)⁸ would not only exceed the bounds of the Commission’s authority under FPA section 205, but constitute unduly discriminatory and preferential treatment in favor of Bowfin Solar and would adversely affect other projects in PJM’s interconnection queue. The Commission should therefore reject the Comments and the relief requested therein and accept the October 2 Filing as filed.

The Commission also should disregard EDFR’s answer to an informational filing by PJM concerning the progress it has made in transitioning to its reformed interconnection processes.⁹ PJM made the Transition Status Filing in this and several other dockets to update the Commission on its progress and the implications of that progress for this and other proceedings in which EDFR and other Project Developers seek remedies that have been overtaken by events. EDFR’s Transition Status Answer insists the Commission grant EDFR its requested relief regardless of whether such relief would undermine PJM’s transition to the Commission-approved reformed interconnection process and therefore should be rejected as unjustified and misguided.

⁶ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Tariff or in the Bowfin Solar Agreements.

⁷ 16 U.S.C. § 824d; *see also* PJM Answer at 4-8.

⁸ *See PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of EDF Renewables, Inc., Docket No. ER24-8-000 (Nov. 16, 2023).

⁹ *See PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of EDF Renewables, Inc. to Information Filing of PJM Interconnection, L.L.C. on Remedies Available to Bowfin Solar Project, Docket No. ER24-8-000, ER22-2210-000 & -001 (Feb. 1, 2024) (“Transition Status Answer”); *PJM Interconnection, L.L.C.*, Transition Period Status of PJM Interconnection, L.L.C., Docket Nos. ER22-2110-000, et al. (Jan. 16, 2024) (“Transition Status Filing”).

I. MOTION FOR LEAVE TO ANSWER

While an answer to a protest or comment is not a matter of right under the Commission's regulations,¹⁰ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process,¹¹ assures a complete record in the proceeding,¹² and provides information helpful to the disposition of an issue.¹³ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission grant leave and accept this pleading.

II. ANSWER

In the interest of brevity, the following answer responds solely to certain claims made in the Comments and the Transition Status Answer that are inaccurate and unsupported by the record. PJM's position on other aspects of the Comments and EDFR's previous filings in this proceeding not addressed here are fully briefed and set forth in PJM's previous filings in this proceeding.¹⁴

A. **Bowfin Solar ISA's Schedule F Language Is Not Unduly Broad, But Is Consistent with Non-Conforming Affected System Language Previously Accepted by the Commission.**

EDFR argues that the non-conforming language in Schedule F of the ISA is unduly broad and that PJM's explanation for its consistency with the Tariff and the ISA is

¹⁰ 18 C.F.R. § 385.213(a)(2).

¹¹ See, e.g., *Midcontinent Indep. Sys. Operator, Inc.*, 181 FERC ¶ 61,066, at P 35 (2022) (accepting answers that "provided information that assisted us in our decision-making process"); *Pioneer Transmission, LLC v. N. Ind. Pub. Serv. Co.*, 140 FERC ¶ 61,057, at P 94 (2012) (same); *Tallgrass Transmission, LLC*, 125 FERC ¶ 61,248, at P 26 (2008) (same); *Midwest Indep. Transmission Sys. Operator, Inc.*, 120 FERC ¶ 61,083, at P 23 (2007) (permitting answer to protests when it "provided information that assisted [the Commission] in [its] decision making process").

¹² See, e.g., *Pac. Interstate Transmission Co.*, 85 FERC ¶ 61,378, at 62,443 (1998), *order on reh'g*, 89 FERC ¶ 61,246 (1999); see also *Morgan Stanley Cap. Grp., Inc. v. N.Y. Indep. Sys. Operator, Inc.*, 93 FERC ¶ 61,017, at 61,036 (2000) (accepting an answer that was "helpful in the development of the record").

¹³ See, e.g., *CNG Transmission Corp.*, 89 FERC ¶ 61,100, at 61,287 n.11 (1999).

unsupported.¹⁵ EDFR is mistaken, however, as this language is necessary for reliability and includes only the restrictions needed to protect reliable system operations. It is also substantially similar to Schedule F language related to Affected Systems that parties have used previously in ISAs with PJM and that the Commission has accepted repeatedly.¹⁶

EDFR's framing of PJM's response is disingenuous and highly selective. EDFR states, "PJM reads into the notion of commercial operation the 'ability to operate up to the Customer Facility's Maximum Facility,'" and claims that reading is "not specified in the language of the Tariff or ISA."¹⁷ However, PJM has neither created a new or unusual interpretation of commercial operation nor has PJM added to what actually is required for commercial operation. As stated in the ISA, commercial operation includes *both* achieving Initial Operation and "making commercial sales or use of energy, as well as, if applicable, obtaining capacity qualification."¹⁸ The Customer Facility may only "mak[e] commercial sales or use of energy, as well as, if applicable, obtaining capacity qualification"¹⁹ so long as it is provided with Interconnection Service under the ISA and such service is, for a

¹⁴ See generally, October 2 Filing; PJM Answer. As far as EDFR's request that PJM work in good faith, see Comments at 11-12, PJM already does so. In its dealings with Interconnection Customers, Members, and stakeholders, PJM works in good faith as a matter of course, and does so consistent with Good Utility Practice. See *In good faith*, Merriam-Webster, Dictionary, <https://www.merriam-webster.com/dictionary/in%20good%20faith> (last visited Feb. 7, 2024) ("idiom: in an honest and proper way"); see also Bowfin Solar ISA, Appendix 1 (defining Good Utility Practice).

¹⁵ See Comments at 11-12.

¹⁶ See e.g., *PJM Interconnection, L.L.C.*, Original Interconnection Service Agreement No. 7049 Response to Deficiency Letter, Queue No. AE1-163/AE2-281 of PJM Interconnection, L.L.C., Docket No. ER23-2713-001, at 5-6 (Nov. 22, 2023) ("Docket No. ER23-2713 Deficiency Response") (responding to the same question from the Commission in the same way, explaining the difference between commercial operation and Initial Operation); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-2713-001 (Jan. 18, 2024) (letter order accepting amended filing of Original Interconnection Service Agreement No. 7049); *PJM Interconnection, L.L.C.*, Original Interconnection Service Agreement No. 7063 Response to Deficiency Letter, Queue No. AE2-236 of PJM Interconnection, L.L.C., Docket No. ER23-2799-001, at 3-6 (Dec. 7, 2023) (responding to the same question from the Commission); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-2799-001 (Jan. 24, 2024) (letter order accepting amended filing of Original Interconnection Service Agreement No. 7063).

¹⁷ Comments at 12.

¹⁸ Bowfin Solar ISA, section 6.5 (commercial operation milestone).

¹⁹ *Id.*

Generation Interconnection Customer, service “up to the Maximum Facility Output.”²⁰ This understanding of commercial operation assumes that the ISA’s terms have been met, i.e., all milestones have been achieved, consistent with the Tariff, and is consistent with how PJM has described and used the term previously.²¹ PJM does not “read into” the meaning of commercial operation anything other than what is required by the term.

Moreover, EDFR’s argument does not change the fact that PJM’s response is accurate. The Commission’s question concerns a Tariff provision that prevents upgrades to Affected Systems from delaying *Initial Operation*, while the Schedule F language prevents the Customer Facility from achieving *commercial operation* prior to completion of the Affected Systems’ upgrades. As explained, the terms *commercial operation* and *Initial Operation* have different meanings. To be clear, while the Bowfin Solar ISA, Schedule F language may restrict the output of the Customer Facility for reliability reasons, the language will not preclude or delay Initial Operation of the Customer Facility.

EDFR’s other arguments about the Schedule F language are unavailing. The Bowfin Solar ISA, Schedule F language is appropriate because: (1) Schedule F is the specified location for such “non-conforming language” in an ISA; and (2) the language recognizes the need for completion of the identified Affected System upgrades, and makes the parties aware of their rights and the potential limitations on service. These conditions are consistent with Bowfin Solar ISA, Appendix 2, section 4.1, which requires Interconnection Customer to operate, or cause operation of, its facilities in a safe and reliable manner in accord with Applicable Standards, all applicable rules, procedures, and

²⁰ Bowfin Solar ISA, Appendix 2, section 2.1.

²¹ See e.g., Docket No. ER23-2713 Deficiency Response at 5 (“PJM intends the term [‘in service’] to mean full commercial operation of the Customer Facility, up to the Maximum Facility Output.”).

protocols set forth in the PJM Tariff and PJM Operating Agreement, Applicable Laws and Regulations, and Good Utility Practice.

Further, the Tariff requires PJM to account for and coordinate with Affected System Operator(s) and coordinate with them to evaluate the impact of Bowfin Solar's Interconnection Request on their system(s).²² However, notwithstanding such regular and ongoing coordination, PJM does not control the timing of an Affected System Operator's studies or upgrades but Tariff, section 212 nevertheless requires PJM to draft and tender an ISA along with a Facilities Study report to the Interconnection Customer.²³ Tariff, section 212.4 then requires the Interconnection Customer to execute the ISA within 60 days of tender.²⁴ Thus, the Bowfin Solar ISA, Schedule F language allows the project to move forward in accordance with the Tariff, while acknowledging pending Affected System upgrades needed for reliability reasons.

B. The Bowfin Solar Agreements Are Just and Reasonable, as PJM Properly Studied the Battery Storage Component of the Bowfin Solar Project.

EDFR argues that PJM studied the project "in a manner wholly not consistent" with the Queue Point data provided,²⁵ but it was that data, and specifically its inclusion of the battery storage unit, that led PJM to study the project the way it did, as it does with all similar hybrid resources. As detailed in PJM's filings in this proceeding,²⁶ PJM is

²² See Tariff, Part VI, section 202 (requiring coordination with Affected System Operators during the interconnection study process); see also Tariff, Part VI, section 218.1 (stating the Interconnection Customer is responsible for the costs of any required transmission facilities or upgrades on the Affected System to the extent consistent with the Affected System Operator's tariff).

²³ Tariff, Part VI, section 212 ("Upon completion of the Facilities Study . . . the Transmission Provider shall tender to each Interconnection Customer an Interconnection Service Agreement (in the form included in Tariff, Attachment O) to be executed by the Interconnection Customer, the Interconnected Transmission Owner and the Transmission Provider.").

²⁴ Tariff, Part VI, section 212.4.

²⁵ Comments at 1-2.

²⁶ Deficiency Response at 6-8.

obligated, pursuant to its Manual provisions and consistent with its practices,²⁷ to perform a light load analysis because the Project includes a battery storage component, as indicated in its Queue Point Data,²⁸ regardless of the statement in the Queue Point Data that the Project's capacity should be based on the capabilities of the solar array (i.e., the battery storage unit should not be assigned any capacity value). The battery is part of the Bowfin Solar generation facility and, as explained in the Deficiency Response,²⁹ PJM confirmed its capacity with an employee of the then-owner of Bowfin Solar.³⁰ PJM performed the light load analysis, which is a required simulation for interconnection requests involving certain fuel types other than solar facilities,³¹ following the procedures in 2021 Manual

²⁷ See Transmission Planning Development, *PJM Manual 14B: PJM Region Transmission Process (Rev. 51)*, PJM Interconnection, L.L.C. (Dec. 15, 2021), <https://pjm.com/-/media/documents/manuals/archive/m14b/m14bv51-pjm-regionaltransmission-planning-process-12-15-2021.ashx> ("2021 Manual 14B") (version of Manual 14B applicable to the Bowfin Solar project).

²⁸ EDFR Protest, Attachment A (Affidavit of Donna Robichaud ("Robichaud Aff.")), Exh. 2 at 4.

²⁹ Deficiency Response at 8.

³⁰ See Robichaud Aff., Exh. 4 at 1 (showing that PJM confirmed its assumption about the project by asking, "Could you please confirm the battery size of the . . . AF1-092 project[]?" to which Bowfin Solar responded, "We match the [Capacity Interconnection Rights] of the solar facility."). EDFR argues at length that such a communication from the project should not qualify as legitimate. See Comments at 6-8. However, as PJM has repeatedly explained, that response only confirmed what PJM would have assumed since the amount of power to be injected during light load analysis was not clearly specified. See Deficiency Response at 8 ("When a battery storage unit does not charge from the grid, PJM assumes that the battery storage unit has the same capacity value as its paired generation facility's primary fuel type, here, the solar facility. For the Project, PJM confirmed this assumption by contacting Bowfin Solar[.]"); *id.* at 9-10 ("With regard, specifically, to operating assumptions for hybrid resources, including the amount of power assumed to be injected during the light load analysis, if it is not otherwise specified, PJM assumes the amount of power to be injected is the same capacity value as that of the battery storage's paired generation facility's primary fuel type, and confirms that assumption with the Interconnection Customer."); PJM Answer at 9-10; see also *Hybrid Resources*, Responses of PJM Interconnection, L.L.C. to Order Directing Repots on Hybrid Resources at 8, Docket No. AD20-9-000 (July 19, 2021) ("The capacity value of mixed technology resources in the queue today (single Point of Interconnection) is determined in one of two ways: either as the sum of the parts, or by the primary fuel type. . . . If the storage component of a hybrid resource cannot charge from the grid, the methodology for determining the capacity value for the primary fuel type is applied to the total facility. For example, a closed-loop solar and battery storage hybrid (cannot charge battery from grid) would simply be treated as a solar facility.").

³¹ During the period when 2021 Manual 14B was applicable, "light load" conditions were understood to be night-time conditions, which are conditions when solar facilities are not operating. See *Generator Deliverability Test Modifications: Light Load, Summer & Winter*, PJM Interconnection, L.L.C., 9 (Nov. 2, 2021), <https://www2.pjm.com/-/media/committees-groups/committees/pc/2021/20211102/20211102-item-09a-generator-deliverability-test-modifications-m14a-14b.ashx> (discussing proposed changes to the light load analysis, including redefining it to include "any nighttime and daytime hours between 40-60% annual peak load").

14B, and includes an evaluation of anticipated system conditions, including participation of battery storage, in the analysis period.³² For light load analyses, PJM assumes that a connected battery storage unit can inject power during light load periods and that such injections will be at the maximum capability of the battery storage unit. PJM must make that assumption in order to properly study interconnection of the Project for system reliability. As explained in the Deficiency Response, PJM assumes that the battery storage unit has the same capacity value as its paired generation facility’s primary fuel type when the battery storage unit does not charge from the grid.³³

EDFR now argues that specific language in that section of 2021 Manual 14B does not support performing light load analysis in this instance.³⁴ EDFR’s argument places outsized weight on the adjectives “historical” and “typical” in the relevant Manual section,³⁵ while completely ignoring the point of the Manual’s reference to “other emerging storage technologies.” This language is an explicit reference to battery storage, such as the equipment included as part of the hybrid component of Bowfin Solar’s project.³⁶ PJM’s reading of its 2021 Manual 14B is not “myopic,” rather it reads 2021 Manual 14B

³² The test methods are how PJM implements the required North American Electric Reliability Corporation transmission planning criteria, which includes evaluation of varying load/demand levels as well as “[i]nstallation . . . of and generation Facilities and any associated equipment.” *Standard TPL-001-4 – Transmission System Planning Performance Requirements*, North American Electric Reliability Corporation, at 4, <https://www.nerc.com/pa/Stand/Reliability%20Standards/TPL-001-4.pdf>.

³³ See supra note 30.

³⁴ See Comments at 3-6.

³⁵ *Id.*

³⁶ While EDFR argues that the Manual’s use of the qualifier “emerging” does not reasonably characterize the state of storage technology in 2021, the dictionary definition of the word “emerging” matches nearly perfectly the description EDFR provides of the steady increase in deployment of storage technology. See Comments at 4-5; see also *Emerge*, Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/emerge#:~:text=emerged%3B%20emerging,to%20become%20manifest%20%3A%20become%20known> (last visited Feb. 7, 2024) (“verb . . . emerged; emerging . . . intransitive verb . . . to rise from an obscure or inferior position or condition”).

consistently and as including all the relevant language, not just the words EDFR focuses on to try to avoid battery storage being studied.

EDFR's argument that PJM "ignored" guidance from Order No. 2023 is misplaced and disingenuous,³⁷ since PJM performed its studies of the Bowfin Solar project before the issuance of Order No. 2023.³⁸ The Commission should disregard EDFR's strained arguments and accept the Bowfin Solar Agreements as filed.

C. Contrary to EDFR's Assertions, PJM's Determination That Removal of the Battery Storage Unit from the Bowfin Solar Project Constitutes a Material Modification Was Just and Reasonable.

EDFR continues to assert that PJM's determination of a Material Modification associated with the removal of the Bowfin Solar project's battery storage unit is not reasonable and lacks transparency.³⁹ As PJM has explained in prior pleadings in this proceeding,⁴⁰ PJM's performance of the Material Modification analysis for the Bowfin Solar project complies with the Tariff, which does not require that PJM reduce the analysis to a formal written analysis,⁴¹ and complies with Commission precedent.⁴² As EDFR recognizes,⁴³ under the Tariff, PJM may not rely on "generalized assertions" without identifying the "specific impacts . . . on lower-queued projects,"⁴⁴ when making a Material Modification determination. As PJM has shown in its pleadings in this proceeding,⁴⁵ PJM

³⁷ See Comments at 9.

³⁸ *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 184 FERC ¶ 61,054 (2023).

³⁹ Comments at 9-10.

⁴⁰ See PJM Answer at 10-12 & Attachment A (Affidavit of Mark Sims on Behalf of PJM Interconnection, L.L.C. ("Sims Aff.")) ¶¶ 7-8; Deficiency Response at 13-16.

⁴¹ See PJM Answer at 10-12 (citing Tariff, Part I, section 1 (Definitions – L - M - N (definition of Material Modification))); Deficiency Response at 13-16.

⁴² *Mercer Cnty. Solar Project, LLC*, 181 FERC ¶ 61,025, at P 25 (2022).

⁴³ Comments at 10.

⁴⁴ *Mercer Cnty. Solar Project, LLC*, 181 FERC ¶ 61,025, at P 25.

⁴⁵ See PJM Answer at 10-12; Sims Aff. ¶¶ 7-8; Deficiency Response at 13-16.

complied with its Tariff in making the Material Modification determination here, identifying specific impacts of removal of the battery storage unit on lower queued projects. The fact EDFR is “willing to pay” to rectify these impacts is not relevant since it does not obviate the Tariff’s requirements.⁴⁶

Removal of the battery storage component from the Bowfin Solar project requires PJM to remove the battery storage from the light load reliability analysis simulation and re-run the simulation. Because the re-run produces different results than the initial simulation did, and the re-run results show that multiple lower-queued projects are adversely affected by removal of the battery storage component, PJM determined removal of the battery storage component is a Material Modification.⁴⁷

Once it makes a Material Modification determination, PJM is required by the Tariff to present the Project Developer with a choice: either to pursue the project as originally constituted (i.e., with the battery storage component) or to remove the battery, causing the Material Modification, whereupon PJM must remove the project from its current Queue Position and assign it a new Queue Position at the beginning of the next queue window (now the next cycle).⁴⁸ Regardless of Bowfin Solar’s and EDFR’s alternate scenarios they present now, if Bowfin Solar insists on removing the battery storage unit from its project, causing a Material Modification, PJM would have to remove the project from the interconnection queue and assign it a new queue position. PJM has shown in prior pleadings that Bowfin Solar was aware that removing the battery storage unit could result

⁴⁶ Comments at 10-11; *see also* Transition Status Answer at 5 n.16 (“[I]n an effort to resolve this dispute, EDFR has offered to pay for the \$916,417 network upgrade that PJM identified as a result of its erroneous decision to model the BESS as fully discharging at 115 MW during light load conditions. PJM has not indicated any interest in this proposal.”).

⁴⁷ *See* Sims Aff. ¶ 7.

⁴⁸ Tariff, Part IV, section 36.2A.3.

in a finding of a Material Modification, as, when seeking advice about avoiding such a finding, Bowfin Solar personnel states, “I understand that there are no guarantees.”⁴⁹ This understanding is consistent with caveats provided by PJM in its communications with Bowfin Solar.⁵⁰

D. The Transition Status Filing Provided the Commission Appropriate and Accurate Information, Contrary to EDFR’s Claims.

As both the Commission and EDFR are well aware, PJM recently implemented reforms to its interconnection process that, among other things, replace the process under which the Bowfin Solar project was studied and assessed.⁵¹ PJM filed the Transition Status Filing in order to inform the Commission that it has completed the Tariff-required Transition Period sorting process and determined the projects that will be processed in the Expedited Process and those that will be processed in Transition Cycle Nos. 1 and 2, meaning PJM no longer is processing those projects under the interconnection rules previously in effect. This renders the remedies EDFR seeks unavailable, as the remedies they seek include reissuing the Bowfin Solar ISA without the battery storage unit included. This would require restudying the Bowfin Solar project and lower-queued projects affected by removal of the battery component of the Bowfin Solar project to confirm the needed Network Upgrades and allocate the costs of those upgrades. As noted in the Transition Status Filing, PJM is well into the transition from the previous interconnection processing

⁴⁹ Robichaud Aff., Exh. 1 at 4.

⁵⁰ *Id.* at 4-5.

⁵¹ On July 11, 2023, PJM filed with the Commission a notification of the occurrence of the transition date, which occurred on July 10, 2023. PJM Interconnection, L.L.C., Notification of Occurrence of Transition Date of PJM Interconnection, L.L.C., Docket Nos. ER22-2110-000, -001, at 2 (July 11, 2023) (“[T]he date by which all AD2 and prior queue window Interconnection Service Agreements or wholesale market participation agreements have been executed or filed unexecuted—occurred on July 10, 2023, making July 10, 2023, the Transition Date. . . . As of the Transition Date, there are approximately 740 New Service Requests subject to the Transition Period rules set forth in Tariff, Part VII.”). Therefore, any claim of lack of notice or due process about this transition is inaccurate.

rules to the new rules. If the Commission grants EDFR's requested remedies, PJM would have to reopen studies and cost allocations that were completed months ago, which will be time consuming and, worse, would disrupt PJM's processing of interconnection requests in the Transition Period and further delay and complicate PJM's efforts to clear its interconnection studies backlog.

With respect to EDFR's claims that the Transition Status Filing violated due process, PJM notes that it filed the Transition Status Filing in this proceeding's docket (and the Commission duly posted it in this proceeding's docket) and properly served the filing on the parties on this proceeding's official service list. The Transition Status Filing should not be a surprise to any interested party, considering that the transition process to the new interconnection process was a vital piece of the interconnection reform proposal that was subject to review, feedback, and voting in PJM's stakeholder process;⁵² PJM's interconnection reform filing with the Commission detailed the transition process explicitly;⁵³ and the Commission's order accepting PJM's interconnection process reform revisions also discussed in detail and accepted the transition process.⁵⁴ EDFR's due process arguments have no basis and the Commission should not act on them.

⁵² *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162, at P 7 (2022).

⁵³ *Id.* at PP 37-42.

⁵⁴ *Id.* at PP 60-69.

III. CONCLUSION

For the reasons set forth above, the Commission should accept this answer, reject the arguments and relief requested in the Comments and the Transition Status Answer, and accept the October 2 Filing without modification.

Respectfully submitted,

/s/ Abraham F. Johns III

Wendy B. Warren
Abraham F. Johns III
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
202-393-1200 (phone)
202-393-1240 (fax)
warren@wrightlaw.com
johns@wrightlaw.com

Craig Glazer
Vice President – Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
202-423-4743 (phone)
202-393-7741 (fax)
craig.glazer@pjm.com

Christopher B. Holt
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd,
Audubon, PA 19403
610-666-2368 (phone)
christopher.holt@pjm.com

*Counsel for
PJM Interconnection, L.L.C.*

February 7, 2024

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 Washington, D.C., this 7th day of February 2024.

/s/ Abraham F. Johns III
Abraham F. Johns III
Wright & Talisman, P.C.
1200 G Street, N.W., Suite 600
Washington, D.C. 20005-3898
(202) 393-1200

Attorney for
PJM Interconnection, L.L.C.