

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

Lackawanna Energy Center LLC,)	
Complainant,)	
)	
v.)	Docket No. EL24-64-000
)	
PJM Interconnection, L.L.C.,)	
Respondent.)	
)	

**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’s (“FERC” or the “Commission”) Rules of Practice and Procedure,¹ PJM Interconnection, L.L.C. (“PJM”) hereby submits this Answer to the March 12, 2024 answer of Lackawanna Energy Center LLC (“Lackawanna”),² in the above-captioned proceeding.

I. MOTION FOR LEAVE TO ANSWER

While an answer to an answer or protest is not a matter of right under the Commission’s regulations,³ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process,⁴ corrects

¹ 18 C.F.R. §§ 385.212, 385.213.

² *Lackawanna Energy Center LLC v. PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of Lackawanna Energy Center LLC, Docket No. EL24-64-000 (Mar. 12, 2024) (hereafter, the “Lackawanna Answer”).

³ 18 C.F.R. § 385.213(a)(2).

⁴ *See, e.g., Pioneer Transmission, LLC v. N. Ind. Pub. Serv. Co. and Midwest Indep. Transmission Sys. Operator, Inc.*, 140 FERC ¶ 61,057 at P 93 (2012); *Midwest Indep. Transmission Sys. Operator, Inc.*, 131 FERC ¶ 61,285 (2010); *Sw. Power Pool, Inc.*, 131 FERC ¶ 61,252 at P 19 (2010), *reh’g denied*, 137 FERC ¶ 61,075 (2011) (accepting answers that “provided information that assisted us in our decision-making process”); *Duke Energy Ky., Inc.*, 122 FERC ¶ 61,182 at P 25 (2008) (accepting answers in proceeding that “provided information that assisted us in our decision-making process”); *Tallgrass Transmission, LLC*, 125 FERC ¶ 61,248 at P 26 (2008); *PJM Interconnection, L.L.C.*, 120 FERC ¶ 61,083 at P 23 (2007) (answer to protests permitted when it provides information to assist the Commission in its decision-making process).

factual inaccuracies and clarifies the issues,⁵ assures a complete record in the proceeding,⁶ provides information helpful to the disposition of an issue,⁷ or permits the issues to be narrowed.⁸

This Answer satisfies each of these criteria, and accordingly PJM respectfully requests that the Commission grant leave and accept this Answer.

II. ANSWER

PJM addresses the specific points raised in the Lackawanna Answer in subsections II.A-II.C below, but will first address a threshold issue that goes to the heart of the Lackawanna Answer, and this entire proceeding. Lost opportunity cost (“LOC”) payments are designed to compensate Market Sellers for making a choice—namely, choosing not to pursue an “opportunity” to earn revenues in the energy markets, and instead taking an alternative operational action. In this complaint proceeding, Lackawanna is not only arguing that it was free to choose to ignore its PJM-designated stability limit to pursue energy market revenues *during* the Juniata-Sunbury outage in 2023, but also strongly signaling that it will choose to do so *in the future* if it is not paid LOC.⁹

⁵ See, e.g., *Entergy Servs. Inc.*, 126 FERC ¶ 61,227 (2009).

⁶ See, e.g., *Pac. Interstate Transmission Co.*, 85 FERC ¶ 61,378 at P 62,443 (1998), *reh'g denied*, 89 FERC ¶ 61,246 (1999); *Morgan Stanley Capital Group, Inc. v. N.Y. Indep. Sys. Operator, Inc.*, 93 FERC ¶ 61,017, 61,036 (2000) (accepting an answer that was “helpful in the development of the record . . .”).

⁷ See, e.g., *CNG Transmission Corp.*, 89 FERC ¶ 61,100, 61,287, n.11 (1999).

⁸ See, e.g., *PJM Interconnection, L.L.C.*, 84 FERC ¶ 61,224, 62,078 (1998); *New Energy Ventures, Inc. v. S. Cal. Edison Co.*, 82 FERC ¶ 61,335, 62,323, n.1 (1998).

⁹ See, e.g., *Lackawanna Energy Center LLC v. PJM Interconnection, L.L.C.*, Complaint of Lackawanna Energy Center LLC, Docket No. EL24-64-000, at 27 (Jan. 25, 2024) (hereafter “Lackawanna Complaint”) (“Withholding lost opportunity costs from Lackawanna in this case would flip the rationale for PJM’s Stability Limit Filing, which the Commission adopted in its Stability Limit Order, on its head. Lackawanna installed equipment such that it could have safely run above the stability limit without posing a risk to the facility. By PJM’s logic, Lackawanna at that point no longer had a ‘natural incentive’ to follow PJM’s dispatch signal.”).

As PJM explained in its February 23, 2024 Answer,¹⁰ Lackawanna is not legally permitted to “choose” to ignore its PJM-designated stability limitation, as doing so would violate Lackawanna’s membership requirements under Operating Agreement, sections 1.7.20¹¹ and 11.3.2,¹² North American Electric Reliability Corporation (“NERC”) mandatory reliability standards IRO-001-4¹³ and TOP-001-5,¹⁴ and Lackawanna’s own executed Interconnection

¹⁰ *Lackawanna Energy Center LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL24-64-000, at 18-23 (Feb. 23, 2024) (hereafter, the “February 23, 2024 Answer”).

¹¹ Operating Agreement, Schedule 1, section 1.7.20(b) (“Market Sellers selling from generation resources . . . within the PJM Region shall: . . . respond to the Office of the Interconnection’s directives to start, shutdown or change output levels of generation units . . .”).

¹² Operating Agreement, section 11.3.2(h) (“[Each Member shall, as applicable: . . . a]dopt and apply standards adopted pursuant to this Agreement and conforming to NERC, and Applicable Regional Entity standards, principles and guidelines and the PJM Manuals, for system design, equipment ratings, operating practices and maintenance practices.”); *see also* Operating Agreement, section 11.3.2(d) (“[Each Member shall, as applicable: . . . c]ooperate with the members of each Applicable Regional Entity to augment the reliability of the bulk power supply facilities of the region and comply with Applicable Regional Entities and NERC operating and planning standards, principles and guidelines and the PJM Manuals implementing such standards, principles and guidelines.”); Operating Agreement, section 11.3.2(f) (“[Each Member shall, as applicable: . . . c]ooperate with the Office of the Interconnection’s coordination of the operating and maintenance schedules of the Member’s generating and Transmission Facilities with the facilities of other Members to maintain reliable service to its own customers and those of the other Members and to obtain economic efficiencies consistent therewith.”).

¹³ Standard IRO-001-4 Reliability Coordination – Responsibilities, North American Electric Reliability Corp. (Dec. 4, 2015), <https://www.nerc.com/pa/Stand/Reliability%20Standards/IRO-001-4.pdf> (“IRO-001-4”) (“Each . . . Generator Operator . . . shall comply with its Reliability Coordinator’s Operating Instructions unless compliance with the Operating Instructions cannot be physically implemented or unless such actions would violate safety, equipment, regulatory, or statutory requirements.”). Note that Lackawanna Energy Center LLC is currently registered under NCR#11836 as a “Generator Operator” and “Generator Owner,” and PJM is currently registered under NCR#00879 as a Reliability Coordinator, Transmission Operator, and Balancing Authority. *See NERC Compliance Registry*, North American Electric Reliability Corp., https://www.nerc.com/pa/comp/Registration%20and%20Certification%20DL/NERC_Compliance_Registry_Matrix_Excel.xlsx (last visited Feb. 21, 2024).

Note also that PJM issues Operating Instructions, as defined by the NERC Glossary of Terms, to generators when establishing their stability limits. An Operating Instruction is “[a] command by operating personnel responsible for the Real-time operation of the interconnected Bulk Electric System to change or preserve the state, status, output, or input of an Element of the Bulk Electric System or Facility of the Bulk Electric System.” *Glossary of Terms Used in NERC Reliability Standards*, North American Electric Reliability Corp. (Dec. 1, 2023) https://www.nerc.com/pa/Stand/Glossary%20of%20Terms/Glossary_of_Terms.pdf (“NERC Glossary of Terms”).

¹⁴ *TOP-001-5 – Transmission Operations*, North American Electric Reliability Corp. (Nov. 13, 2020), <https://www.nerc.com/pa/Stand/Reliability%20Standards/TOP-001-5.pdf> (“TOP-001-5”), (“Each . . . Generator Operator . . . shall comply with each Operating Instruction issued by its Transmission Operator(s), unless such action cannot be physically implemented or it would violate safety, equipment, regulatory, or statutory requirements.”); *Id.* (“Each . . . Generator Operator . . . shall comply with each Operating Instruction issued by its Balancing Authority, unless such action cannot be physically implemented or it would violate safety, equipment, regulatory, or statutory requirements.”).

Service Agreement, section 4.1.¹⁵ The Lackawanna Answer makes no attempt to refute, or even engage with, these very real legal restrictions on its ability to “choose” to ignore its PJM-designated stability limit, or otherwise explain how ignoring its PJM-designated stability limit would be compliant with these provisions.

Beyond these legal restrictions, PJM notes that the physical threat posed to Lackawanna by generating above its PJM-designated stability limit comes not from regulation, but from the laws of physics. Generating above a PJM-designated stability limit *on purpose*, in order to pursue energy market revenues, is an extremely unsafe operational action that is inconsistent with the most basic tenants of Good Utility Practice, because it risks catastrophic damage to the unit and the physical safety of on-site personnel. As the NERC-registered Reliability Coordinator (“RC”), Transmission Operator (“TOP”), and Balancing Authority (“BA”) for the PJM Region, PJM takes *any* physical risk to an element of the Bulk Electric System or operating personnel seriously, and this circumstance is no different. Accordingly, PJM has notified Lackawanna’s Compliance Enforcement Authority, ReliabilityFirst (“RF”), of Lackawanna’s public statements in this proceeding, and will continue to monitor Lackawanna’s operational posture going forward in coordination with RF.

¹⁵ See Interconnection Service Agreement Among PJM Interconnection, L.L.C. and Lackawanna Energy Center LLC and PPL Electric Utilities Corporation, Service Agreement No. 3837, at App. 2, section 4.1 (effective Aug. 7, 2018) (“Service Agreement No. 3837”), (“Each Interconnected Entity shall operate, or shall cause operation of, its facilities in a safe and reliable manner in accord with (i) the terms of this Appendix 2; (ii) Applicable Standards; (iii) applicable rules, procedures and protocols set forth in the Tariff and the Operating Agreement, as any or all may be amended from time to time; (iv) Applicable Laws and Regulations, and (v) Good Utility Practice.”); *see also id.*, App. 1 – Definitions, Applicable Standards (““Applicable Standards”” shall mean the requirements and guidelines of NERC, the Applicable Regional Entity, and the Control Area in which the Customer Facility is electrically located; the PJM Manuals; and Applicable Technical Requirements and Standards.”); *id.*, App. 1 – Definitions, Good Utility Practice (““Good Utility Practice”” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region; including those practices required by Federal Power Act Section 215(a)(4).”).

Lackawanna can at least partially mitigate PJM’s concerns by publicly stating in this proceeding that it will not violate its PJM-designated stability limit, and therefore maintain compliance with the requirements cited above. However, if it does so, what is the purpose of Lackawanna’s complaint? By acknowledging that it will not in fact “choose” to violate its stability limit to pursue energy market revenues, Lackawanna would be affirming the Commission’s rationale in the Stability Limits Order that “LOC payments are unnecessary for stability limits because violating a stability limit to achieve higher energy market revenues, at the risk of damaging the generating equipment, is neither rational nor economic behavior in such instances.”¹⁶

A. Lackawanna’s claim that eTariff constitutes the total embodiment of the filed rate at all times is completely undermined by the explicit disclaimer on every single page of the Commission’s eTariff viewer, which states that eTariff “*does not necessarily represent the rates or terms and conditions of service on file at any particular point in time*” and that “[r]eference should be made to the Commission orders to establish the filed rates or terms and conditions of service.”

Lackawanna argues that “the PJM Tariff on file with the Commission in eTariff and on PJM’s website does not include any prohibition on the payment of lost opportunity costs to generators that are curtailed to mitigate stability limitations,” and concludes that “[t]he rate on file, therefore, did not circumscribe lost opportunity cost payments to Lackawanna during the Juniata-Sunbury Outage.”¹⁷ Lackawanna then argues that “[u]nder applicable law, this deprived generators of proper legal notice that the prohibition existed, much less applied to them.”¹⁸

But this is not true. *Every single page* of the Commission’s eTariff website contains the following explicit disclaimer:

¹⁶ *PJM Interconnection, L.L.C.*, 178 FERC ¶ 61,111 at P 33 (2022) (“Stability Limits Order”).

¹⁷ Lackawanna Answer at 3.

¹⁸ *Id.* (citing *Oklahoma Gas & Elec. Co. v. FERC*, 11 F.4th 821, 837 (D.C. Cir. 2021)).

The tariff viewer is being provided to help the public review tariff provisions electronically. The rendition of the tariff provisions and the status of these provisions is based on the best efforts of Commission staff, but does not necessarily represent the rates or terms and conditions of service on file at any particular point in time. Reference should be made to the Commission orders to establish the filed rates or terms and conditions of service.

This disclaimer acknowledges a basic fact about the technology at the heart of eTariff—Commission action on a specific tariff record (even if that action occurs years after the tariff record is filed) will make that tariff record automatically supersede any subsequent versions of that tariff record that were filed and accepted prior to the Commission action. While PJM strives to submit “clean-up” filings when possible, these filings: (i) must contend with the continual and rapid pace of changes, both from PJM stakeholder initiatives and from the Commission’s compliance directives; and (ii) themselves constitute individual FPA section 205 filings that cannot be effective for 60 days (at a minimum).¹⁹ In other words, it is not technologically possible for the Commission’s eTariff viewer to represent the complete filed rate at all times. Congress has laid out a very specific procedure in the FPA for establishing the filed rate and providing statutory notice to customers and regulated entities—public utility filings and orders. The disclaimer on the Commission’s eTariff viewer represents an acknowledgement of this basic legal reality.

Beyond this, Lackawanna’s proposed paradigm of exalting the Commission’s eTariff system over what is actually contained in statutory public utility filings and Commission orders would, if adopted, spur an enormous number of complaints and disputes at the Commission, with parties attempting to argue that they are not bound by Commission-approved tariffs, rate schedules,

¹⁹ For example, if the Commission, pursuant to FPA section 206, directed PJM to amend a specific tariff record, the Commission is not legally required to act on PJM’s compliance filing by any specific date. If PJM makes subsequent FPA section 205 filings on that same tariff record in the interim period, each of which are accepted within 60 days, those changes will be automatically “wiped out” as soon as the Commission acts on PJM’s originally submitted FPA 206 compliance filing.

or service agreements because certain provisions were not appearing in the eTariff viewer window at a particular point in time.

B. The provisions in the PJM Manuals and NERC guidance documents that Lackawanna cites are completely irrelevant to the duration of Lackawanna’s stability limit, and do not in any way demonstrate that Lackawanna was curtailed for system reliability.

Lackawanna contends that “[t]he North American Electric Reliability Corporation’s (“NERC”) Reliability Standards and PJM’s own Manual bolster Lackawanna’s position that “temporary” stability limitations are intended to be of a short duration (counted in minutes or hours) rather than apply throughout longer, multi-week outages.”²⁰ In support of this assertion, Lackawanna cites to: (i) NERC’s “Reliability Guideline: Methods for Establishing IROs,” which states that transmission operators may only exceed system operating limits (SOLs) for a maximum of thirty minutes; and (ii) PJM Manual 3,²¹ which states “PJM RTO conditions within 30 minutes to a level that restores operation within normal ratings and protects against the consequences of the next malfunction or failure.”²²

Lackawanna also argues that its unit was actually curtailed for *system* reliability, rather than for its own protection. In support of this, Lackawanna cites a statement in the affidavit accompanying PJM’s February 23, 2024 Answer that “the initial event may cause additional stability concerns completely exogenous to Lackawanna, such as separations and/or loss of customer loads.”

These references have nothing to do with the duration of a specific unit’s stability limit, which is dictated in the first instance by the duration of the necessary transmission work that is

²⁰ Lackawanna Answer at 5.

²¹ PJM, *Manual 3: Transmission Operations*, § 2.1 (rev. 65, Nov. 15, 2023), <https://www.pjm.com/~media/documents/manuals/m03.ashx>.

²² Lackawanna Answer at 6.

causing the Transient Stability Analysis (“TSA”) tool to identify a unit as stability limited. Rather, these references illustrate the necessity for PJM to quickly correct violations of IROLs/SOLs, which include stability, once they are occurring on the system in real-time (e.g., PJM identifies a stability violation occurring on the system at 13:00, and would need to have it resolved by 13:30). This fact is specifically identified in both documents referenced by Lackawanna. First, the quotation cited by Lackawanna in NERC’s 2018 “Reliability Guideline: Methods for Establishing IROLs” does not come from NERC at all, as Lackawanna represents, but from the Commission. It is a word-for-word quotation of Paragraph 898 from Order No. 693, which specifically stipulates that the 30-minute requirement applies to correcting violations of IROLs/SOLs when they are presently causing the system to operate in an insecure state.

However, we disagree with Santa Clara’s suggested change regarding the 30- minute limit to implement a corrective control action in Requirement R3. When system integrity or reliability is jeopardized, e.g., exceeding IROLs or SOLs, the relevant reliability entities must take corrective control actions to return the system to a secure and reliable state as soon as possible and in no longer than 30 minutes. This is important to satisfy the relevant Reliability Standards such as IRO-005-0 and TOP-004-0 to minimize the amount of time the system operates in an insecure mode and is vulnerable to cascading outages.

Second, Lackawanna’s reference to PJM Manual 3, section 2.1 similarly undermines the point it is trying to make. Lackawanna’s quotation in the Lackawanna Answer completely omits the first part of the cited sentence (highlighted below in red), which explicitly notes that it is referring to actions taken after the occurrence of “any malfunction or failure.”

Following any malfunction or failure, all remaining facilities or procedures of PJM are utilized, as required in accordance with Exhibit 1 or as practical, to restore PJM RTO conditions within 30 minutes to a level that restores operation within normal ratings and protects against the consequences of the next malfunction or failure.

As relevant here, when Lackawanna’s stability limit was imposed during the Juniata-Sunbury outage, there was no identified IROL/SOL violation presently occurring on the system in real-time. Rather, the stability limit was imposed because the TSA tool indicated a potential threat to Lackawanna’s facility if it continued generating at its normal output. If Lackawanna exceeded its stability limit, it could catastrophically damage its unit if the N-1 contingency occurred. The unit could *then* (potentially) risk putting the system into an insecure state, and violating IROL/SOL limits. PJM would *then* be required to take actions to solve those presently-occurring IROL/SOL violations within 30 minutes.

Beyond this, it follows axiomatically that scheduled transmission outages usually take longer than 30 minutes to complete, and Lackawanna’s reasoning that its unit could only be stability limited for 30 minutes while Transmission Owners perform (often multi-week) work on their facilities would completely divorce the reality of the time it takes to perform this work from the very real threat posed to nearby generators while the work is occurring.

C. Lackawanna once again misconstrues the nature of an N-1 contingency, and relies on TPL NERC standards that do not govern PJM’s real-time operating practices.

Lackawanna argues that PJM—the NERC-designated RC, TOP, and BA—does not understand the distinction between N-1, N-1-1, and N-2 contingencies. Lackawanna asserts that “the Juniata-Sunbury Outage was an N-1 contingency and any subsequent contingency would have been an N-1-1 contingency if it occurred sequentially, or an N-2 contingency if it occurred simultaneous with the Juniata-Sunbury Outage.”²³ Lackawanna also states that “[c]ontrary to PJM’s explanation, an N-1-1 contingency does not “become” an N-1 contingency immediately

²³ *Id.* at 8.

upon the occurrence of an N-1 contingency.”²⁴ In support of this, Lackawanna cites to a transmission planning standard, TPL-001-4, which identifies a base case as only encompassing “known outage(s) of generation or Transmission Facility(ies) with a duration of at least six months.”²⁵ Lackawanna then concludes that “[t]he Juniata-Sunbury Outage, on the other hand, lasted 23 days, far short of six months and therefore not long enough to be incorporated into the base case such that the next outage would be treated as a N-1 contingency.”²⁶

Here once again, Lackawanna misunderstands PJM’s basic operating practices. As the standards’ name implies, PJM *plans* in accordance with Transmission Planning (“TPL”) standards. TPL standards control for the *planning horizon*, which only encompasses beyond one year, and are reserved for PJM’s non-operational NERC functions—Planning Authority/Coordinator (PA/PC) and Transmission Planner (TP).²⁷ This is prominently displayed in the “Purpose” and “Applicability” sections of the very standard Lackawanna cites:

²⁴ *Id.*

²⁵ *Id.*

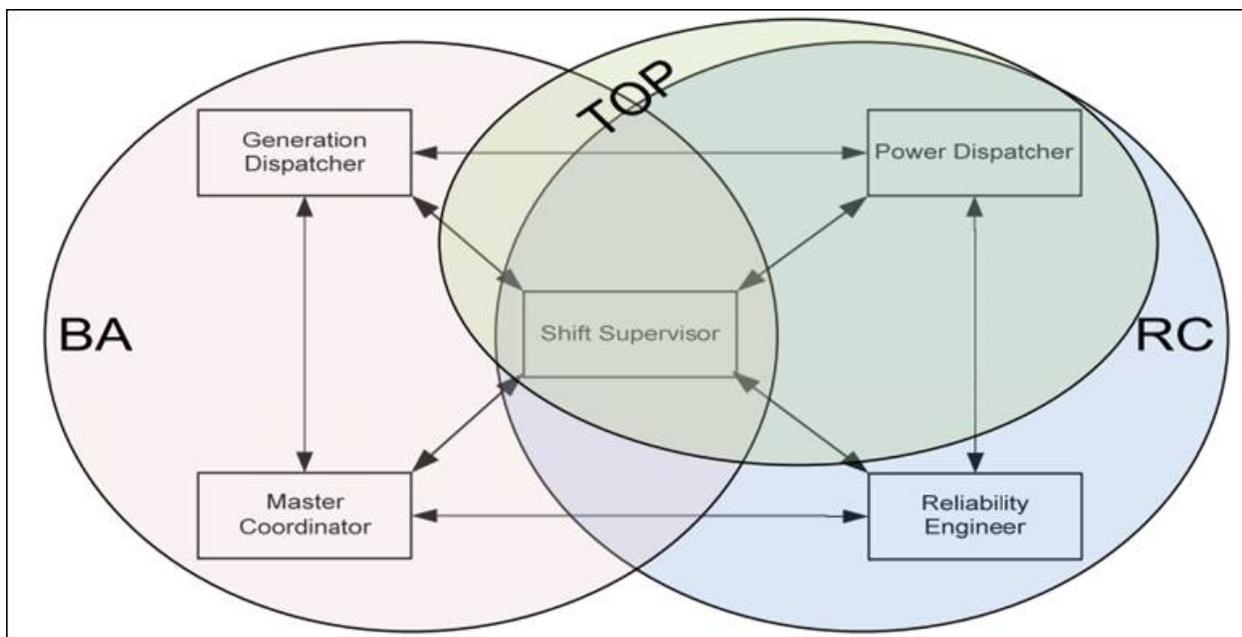
²⁶ *Id.*

²⁷ Under the NERC Glossary of terms, the Near-Term Transmission Planning Horizon is defined as “[t]he transmission planning period that covers Year One through five.” Similarly, the Long-Term Transmission Planning Horizon Transmission planning period is defined as the “[t]ransmission planning period that covers years six through ten or beyond when required to accommodate any known longer lead time projects that may take longer than ten years to complete.” See NERC Glossary of Terms, https://www.nerc.com/pa/Stand/Glossary_of_Terms/Glossary_of_Terms.pdf.

1. **Title:** Transmission System Planning Performance Requirements
2. **Number:** TPL-001-4
3. **Purpose:** Establish Transmission system planning performance requirements within the planning horizon to develop a Bulk Electric System (BES) that will operate reliably over a broad spectrum of System conditions and following a wide range of probable Contingencies.
4. **Applicability:**
 - 4.1. **Functional Entity**
 - 4.1.1. Planning Coordinator.
 - 4.1.2. Transmission Planner.

PJM real-time operations does not operate or control in accordance with the TPL functions PA/PC or TP. PJM real-time operations controls in accordance with PJM’s RC, TOP, and BA functions, as explicitly documented in PJM Compliance Bulletin 006 – Control Room Interactions at page 2:

It is through this close coordination that PJM can reliably perform all the tasks of the Reliability Coordinator (RC), Transmission Operator (TOP) and Balancing Authority (BA) from these two control rooms.²⁸



²⁸ PJM, Compliance Bulletin: CB006 PJM Control Room Interactions (Aug. 10, 2023), <https://www.pjm.com/-/media/library/whitepapers/compliance/cb006-pjm-control-room-interactions.ashx>.

During real-time operations, PJM, in its capacity as a NERC-designated RC, TOP, and BA, designates the *current* system topology as the base case (because it's *real-time* operations). This is precisely why NERC requires PJM to update this topology at least once every 30 minutes under TOP-001-5 and IRO-008-2.²⁹ When changes occur on the system, such as lines being removed or restored to service, the new topology is the new base case.

In summary, while PJM is subject to TPL standards in its capacity as a PA/PC and TP, these functions do not govern how PJM conducts real-time operations, which occur pursuant to PJM's RC, TOP, and BA functions.

²⁹ See TOP-001-5, R13 (“Each Transmission Operator shall ensure that a Real-time Assessment is performed at least once every 30 minutes.”); IRO-008-2, R4 (“Each Reliability Coordinator shall ensure that a Real-time Assessment is performed at least once every 30 minutes.”). Note that a “Real-time Assessment” is defined in relevant part as “An evaluation of system conditions using Real-time data to assess existing (pre-Contingency) and potential (post-Contingency) operating conditions.”). See NERC Glossary of Terms, https://www.nerc.com/pa/Stand/Glossary_of_Terms/Glossary_of_Terms.pdf. Note that PJM's model update runs approximately every fifteen seconds, state estimator runs every minute, and security analysis/contingency analysis runs every minute and a half.

III. CONCLUSION

PJM respectfully requests that the Commission grant leave and accept this Answer into the record in this proceeding, and reject Lackawanna's complaint.

Respectfully submitted,

/s/ Thomas DeVita

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March 28, 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 28th day of March 2024.

/s/ Jesse Jacobe
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