UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

DW-Lew Jones LLC	**)**	**Docket No. ER26-192-000**

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

Pursuant to Rules 101(e), 212, and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("Commission"),[1] PJM Interconnection, L.L.C. ("PJM") submits this Motion for Leave to Answer and Answer in response to the Motion for Leave to Answer and Answer of DW-Lew Jones LLC ("Lew Jones") submitted in the captioned docket on November 12, 2025, as well as the Supplemental Information filed in the docket by Lew Jones on November 21, 2025.[2] The Lew Jones Answer and the Supplemental Information fail to address the problems with the scope of the requested waiver[3] and its adverse impacts on third parties that PJM expressed in its protest[4] of the Waiver Request.[5] Rather, the Lew Jones Answer attempts to explain away the fact that

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[1] 18 C.F.R. §§ 385.101(e), 385.212, 385.213.

[2] *DW-Lew Jones LLC*, Motion for Leave to Answer and Answer of DW-Lew Jones LLC, Docket No. ER26-192-000 (Nov. 12, 2025) ("Lew Jones Answer," which includes the Affidavit of Rob Price ("Price Affidavit")); *DW-Lew Jones LLC*, Supplemental Information, Docket No. ER26-192-000 (Nov. 21, 2025) ("Supplemental Information").

[3] *DW-Lew Jones LLC*, Request for Limited and Prospective Waiver, or in the Alternative for Remedial Relief, Shortened Comment Period and Expedited Action of DW-Lew Jones LLC, Docket No. ER26-192-000 (Oct. 20, 2025) ("Waiver Request").

[4] *DW-Lew Jones LLC*, Protest of PJM Interconnection, L.L.C. and Request for Expedited Denial of Waiver Request, Docket No. ER26-192-000 (Nov. 3, 2025)("PJM Protest").

[5] The Supplemental Information's statements concerning Lew Jones's receipt of its final study results from Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) ("Dominion") and the anticipated receipt of a draft interconnection agreement from Dominion potentially as soon as "after the Thanksgiving break" are irrelevant at this point. Supplemental Information at 1. As explained in the PJM Protest, the retool study is underway and the Lew Jones Project Identifier AG1-393 project ("AG1-393 Project") is not included in that study, so reinstatement of the AG1-393 Project will have the adverse effects identified in the PJM Protest regardless of Lew Jones receiving study results and potentially a draft interconnection agreement from Dominion. PJM Protest at 5-9.

reinstatement of the AG1-393 Project would delay completion of Transition Cycle No.1 ("TC1") and uses the flawed Price Affidavit to try to show that reinstatement of the AG1-393 Project would not affect other TC1 projects. Both efforts fall short, as explained in the attached Affidavit of Lisa Krizenoskas on behalf of PJM ("Krizenoskas Affidavit").

The Lew Jones Answer also argues that the PJM Protest did not distinguish precedent cited in the Waiver Request and that the Wholesale Market Participation Agreements ("WMPAs") PJM cited to show that the Waiver Request would not address a concrete problem are irrelevant.[6] PJM demonstrates in this Answer that Lew Jones's assertions and legal arguments are flawed.

PJM again urges the Commission to deny the Waiver Request expeditiously, to avoid the adverse effects of delay and the uncertainty that the Waiver Request otherwise would have on the projects in TC1.

I. MOTION FOR LEAVE TO ANSWER

The Commission's Rules of Practice and Procedure generally do not permit answers to answers, but this prohibition can be waived for good cause.[7] The Commission has done so in circumstances where the answer would ensure a more complete record,[8] lead to a better understanding of the issues in the proceeding,[9] or assist the Commission in its decision-making process.[10]

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[6] Lew Jones Answer at 2-4.

[7] *See* 18 C.F.R. §§ 385.213(a)(2), 385.101(e).

[8] *See, e.g.*, *High Island Offshore Sys., L.L.C.*, 113 FERC ¶ 61,202, at P 8 (2005).

[9] *See, e.g.*, *CenterPoint Energy–Miss. River Transmission, LLC*, 141 FERC ¶ 61,080, at P 4 (2012); *TransColorado Gas Transmission Co.*, 111 FERC ¶ 61,208, at P 4.

[10] *See, e.g.*, *Hudson River-Black River Regulating Dist*., 183 FERC ¶ 61,187, at P 9 n.21, *order on reh'g*, 185 FERC ¶ 61,034 (2023); *E. Shore Nat. Gas Co*., 181 FERC ¶ 61,233, at P 9 n.17 (2022); *Tri-State Generation & Transmission Ass'n*, 179 FERC ¶ 61,118, at P 34, *order addressing arguments raised on reh'g*, 181 FERC ¶ 61,037 (2022); *S. Cal. Edison Co.*, 141 FERC ¶ 61,100, at P 5 (2012).

Good cause exists to grant this Motion for Leave to Answer. Lew Jones once again misstates the impact its Waiver Request would have on PJM and other projects in TC1. This answer will assist the Commission with its decision-making process and clarify the actual issues in this proceeding. PJM therefore respectfully requests that the Commission grant this Motion for Leave to Answer.

II. ANSWER

A. Lew Jones's Assertions Concerning the Delays the Waiver Request Would Cause Are Inaccurate

The PJM Protest explained the delay the Waiver Request, if granted, would cause in the completion of TC1.[11] In response, the Lew Jones Answer provides incorrect dates for the retool studies and final service agreements for TC1, arguing that a "decision about the updated service agreements [will be] due around December 31, 2025," and that PJM will be processing TC1 "well into 2026," so reinstating the AG1-393 Project in TC1 before the end of 2025 will not delay completion of TC1.[12] The Supplemental Information argues that PJM will not have the information it needs for Retool Study No.2 until January 9, 2026.[13]

As the Krizenoskas Affidavit explains (and as the PJM Protest noted), the actual timing for completion of Retool Study No. 1 for TC1 is early December 2025, which will allow PJM to "freeze" the retool results so that it can update the service agreements by December 10, 2025, and provide service agreements for execution by

[11] PJM Protest at 5-7.

[12] *See* Lew Jones Answer at 7 (arguing incorrectly that "Project Developers in TC1 will have roughly until late February 2026 to decide whether to execute an updated service agreement" in support of the claim that reinstating the AG1-393 Project any time before the end of December 2025 will not delay TC1).

[13] Supplemental Information at 1.

December 17, 2025.[14] The Lew Jones Answer's statement about "decisions about the updated service agreements" not being due until the end of December 2025 makes little sense, as parties cannot make decisions unless and until PJM provides the final service agreements for execution. If the Commission directs PJM to reinstate the AG1-393 Project in TC1 on or before December 1, 2025, PJM will have to re-run Retool Study No. 1, which Ms. Krizenoskas estimates could delay the process by a week or more, pushing out the date by which PJM is able to finalize and provide service agreements for execution, and thereby delaying the completion of TC1.[15]

The Lew Jones Answer's statements regarding Retool Study No. 2 and PJM processing TC1 "well into 2026" are similarly erroneous.[16] There will be no need for Retool Study No. 2 if no projects withdraw after Retool Study No. 1. And, if Retool Study No. 2 is needed, it will not take the two months that Lew Jones claims it will.[17] Thus, Retool Study No. 2 does not provide the buffer to the processing time Lew Jones argues it does,[18] which Lew Jones seems to imply excuses or cancels out the delay that would be caused by reinstatement of the AG1-393 Project to TC1.

The simple fact is that reinstatement of the AG1-393 Project to TC1 will delay the completion of TC1. If the Commission were to issue an order on or before December 1, 2025, directing PJM to reinstate the AG1-393 Project, PJM would have to re-

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[14] Krizenoskas Aff. ¶ 12; PJM Protest at 5-6.

[15] Krizenoskas Aff. ¶ 13.

[16] The claim in the Supplemental Information that PJM will not have the information it needs for Retool Study No. 2 until January 9, 2025, is a *non sequitur*. Before it can start Retool Study No. 2, PJM needs to finish Retool Study No. 1, freeze its results and update service agreements. That is the critical step the Waiver Request would delay; the date for starting Retool Study No. 2 is irrelevant.

[17] Krizenoskas Aff. ¶ 14.

[18] Lew Jones Answer at 7.

run Retool Study No. 1 and therefore could not provide final service agreements for execution by December 17, 2025. The later in time reinstatement occurs, the more disruptive reinstatement will be and the longer the delay will become. If, for example, the Commission were to issue an order after PJM has provided final service agreements for execution, PJM will have to re-run Retool Study No. 1 and potentially would have to revise and re-issue service agreements for execution. And if the Commission issues an order granting the Waiver Request in January 2026, many of the service agreements would already have been executed, and the parties would have to reopen and revise the agreements after PJM re-runs Retool Study No. 1. By that point, Project Developers may have even reconsidered withdrawing their projects had they known that the Retool Study No. 1 assumptions were going to change and the costs allocated to them could potentially shift as a result. Reinstatement of the AG1-393 Project introduces too many variables to a process designed to provide increasing certainty as it advances to later stages,[19] thereby disrupting the process and depriving Project Developers of certainty. And the disruption, whether it be re-running studies or revising agreements, or dealing with changed cost allocations, takes more time. At a time when PJM and other transmission providers are striving to study generator interconnections more quickly and have clustered groups of generators together for study to speed up the process, Lew Jones's insistence on disrupting and delaying the TC1 process, which currently represents approximately 14 gigawatts of energy, for the sole benefit of its 20 megawatt project (roughly 0.15 percent of the total TC1 energy amount), must be rejected.

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[19] *See PJM Interconnection*, *L.L.C.*, Tariff Revisions for Interconnection Process Reform, Request for Commission Action by October 3, 2022, and Request for 30-Day Comment Period, Docket No. ER22-2110-000, at 34 (June 14, 2022).

B. Mr. Price's Analyses of the Impact of Reinstatement of the AG1-393 Project on Other TC1 Project Developers Is Flawed and Erroneously Concludes There Would Be No Impact

The PJM Protest explained the potential harm to third parties that the Waiver Request could cause, noting the timing issues discussed above and the possibility that reinstatement of the AG1-393 Project could change the upgrade costs allocated to other projects in TC1.[20] The Lew Jones Answer presents the Price Affidavit in an attempt to show that inserting the AG1-393 Project back into TC1 will not change the cost allocations of any other TC1 projects. But, as the Krizenoskas Affidavit explains, Mr. Price's past work at PJM does not necessarily qualify him to opine on PJM's current interconnection study methodology and cost allocation approach and, in fact, he misses a key difference between PJM's prior serial study methodology and its current clustered Cycle studies.[21]

Mr. Price focuses on the nine overloaded flowgates to which the AG1-393 Project contributes loadings and the six network upgrades needed to address those overloads, but he ignores entirely the overloaded flowgates and resulting network upgrades that have been eliminated from the TC1 System Impact Study due to the least cost analysis PJM conducts as part of the clustered Cycle approach.[22] Ms. Krizenoskas describes how, under PJM's reformed interconnection process, PJM studies the clustered Cycle as a whole, rather than studying individual New Service Requests serially as it did when Mr. Price was employed at PJM.[23] Studying the clustered Cycle as a whole allows PJM to identify the least cost upgrades for the entire Cycle, which may be, for example, a new greenfield circuit rather

[20] PJM Protest at 5-8.

[21] Krizenoskas Aff. ¶¶ 4-5.

[22] Krizenoskas Aff. ¶ 5.

[23] Krizenoskas Aff. ¶¶ 5-6.

than reinforcement of an existing facility.[24] PJM classifies a new circuit as a topology upgrade and, when it tests such a topology upgrade, PJM may determine that one or more other overloads also would be addressed by the topology upgrade.[25] If the previously identified overloads are addressed by the topology upgrade, PJM removes them from the study and attributes costs of the topology upgrade to projects that had been allocated the costs of the system reinforcements needed to address the eliminated overloads.[26]

Ms. Krizenoskas presents a table, included in the AG1-393 Project's Phase III System Impact Study report, listing the multiple overloaded flowgates eliminated from the study by topology upgrades, which demonstrates the major error in Mr. Price's analysis.[27] Because Mr. Price does not consider these eliminated overloaded flowgates and the network upgrades needed to address them, he does not consider the potential for cost allocations associated with the topology upgrades nor does he speak to the possibility that overloaded flowgates that were eliminated by topology upgrades may come back into the study if the AG1-393 Project is reinstated.[28]

Further, even Mr. Price's cost allocation "layers" analysis of the nine overloaded flowgates to which the AG1-393 Project contributes, which should be a more familiar analysis to him, is flawed.[29] Mr. Price focuses only on cost allocation and ignores the fact that the AG1-393 Project's contribution may be small enough that it does not trigger cost

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[24] Krizenoskas Aff. ¶ 5.

[25] Krizenoskas Aff. ¶ 5.

[26] Krizenoskas Aff. ¶¶ 5-6.

[27] Krizenoskas Aff. ¶ 6.

[28] Krizenoskas Aff. ¶¶ 6-7.

[29] Krizenoskas Aff. ¶ 8.

allocation but could still be sufficient to trigger overloads.[30] Mr. Price's limited perspective does not sufficiently answer the question of whether reinstatement of the AG1-393 Project would cause overloaded flowgates to reappear in the study, causing projects with cost allocation for those overloads to be hit with increased costs even if the AG1-393 Project escapes an allocation of those costs.[31]

Overall, Mr. Price's analysis of the impact reinstating the AG1-393 Project in TC1 may have on other projects is superficial and misses the point of PJM's concern that the Waiver Request is not limited in scope. The question is not the one Mr. Price answers—does the AG1-393 Project have costs allocated to it if it is reinserted—instead the question is whether reinstating the AG1-393 Project could change other projects' cost allocations. As Ms. Krizenoskas demonstrates, reinstating the AG1-393 Project could have an effect on other projects in TC1, causing disruption and delay for all those other projects.[32] Therefore, the Commission should deny the Waiver Request and thereby avoid its disruptive effects.

C. Lew Jones's Legal Arguments Also Fail

In addition to the flawed Price Affidavit, which fails to demonstrate that the AG1-393 Project can be reinstated in TC1 without negatively affecting third parties, the Lew Jones Answer puts forth various legal arguments to support its claim that the Waiver Request is limited in scope and addresses a concrete problem. First, the Lew Jones Answer claims that PJM did not distinguish the precedent cited in the Waiver Request for the

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[30] Krizenoskas Aff. ¶¶ 8-9.

[31] Krizenoskas Aff. ¶¶ 9-10.

[32] Krizenoskas Aff. ¶¶ 13-14.

proposition that a waiver request to extend a single timing requirement is limited in scope.[33] This argument ignores PJM's thorough demonstration that the Waiver Request was not, in fact, a request for extension of a "single timing requirement" but instead a request for PJM to place an entire Cycle on hold for the sole benefit of Lew Jones.[34] Having exposed the true impact of the Waiver Request, there is no need for PJM to argue inapposite caselaw.

Lew Jones also argues that PJM ignores the Commission's findings in *Zenith Solar*,[35] while simultaneously acknowledging that PJM cited *Zenith Solar* in the PJM Protest.[36] The PJM Protest did, in fact, cite *Zenith Solar*, distinguishing the waiver request in that case from Lew Jones's Waiver Request based on the timing of the requests.[37] Zenith Solar, LLC filed its request for a waiver almost six weeks before the Decision Point III deadline and requested Commission action before that deadline so that PJM would know whether to include Zenith Solar's project in the TC1 model, which reduced the impact of Zenith Solar's waiver request on the rest of TC1, in stark contrast to Lew Jones's Waiver Request filed the day before that deadline.[38] The Lew Jones Answer ignores this salient point.

Finally, the Lew Jones Answer mistakes the reason the PJM Protest cited three WMPAs for projects in the Expedited Process that are pending before the Commission with indefinite effective dates.[39] Lew Jones claims these WMPAs are irrelevant because

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[33] Lew Jones Answer at 2.

[34] *See* PJM Protest at 4-5, 7-8.

[35] *Zenith Solar*, *LLC*, 193 FERC ¶ 61,053 (2025) ("*Zenith Solar*").

[36] Lew Jones Answer at 2-3.

[37] PJM Protest at 3 n.14.

[38] *Id*.

[39] Lew Jones Answer at 3-4; PJM Protest at 10 n.37.

the requirements for WMPAs in the Expedited Process are different than the requirements for WMPAs in TC1.[40] This argument does not answer the problem PJM identified, which is that WMPAs contain a condition precedent that Lew Jones will not be able to satisfy, so Lew Jones cannot possibly have an effective WMPA by the time other projects in TC1 have their service agreements and will not be ready to proceed along with the rest of the TC1 projects as Lew Jones claims it can.[41]

In summary, all of Lew Jones's efforts to downplay or mask the impact its Waiver Request would have on the timing of TC1 and on other Project Developers in TC1 are unavailing. Lew Jones's supposed "facts that confirm Lew Jones has met the Commission's requirements for a waiver"[42] are based on a flawed analysis that does not recognize the changes in PJM's interconnection study methodologies and cost allocation approach and on the use of inaccurate dates for completion of TC1. Lew Jones's legal arguments fare no better, as Lew Jones does not acknowledge that PJM's interconnection process no longer proceeds one project at a time. PJM has put in a great deal of effort to make PJM's interconnection process move faster. Since Lew Jones and its Project were not ready to advance at Decision Point III, Lew Jones should exit the process and submit the Project again in a later Cycle when it is ready to meet the requirements within the Cycle.[43]

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[40] Lew Jones Answer at 3-4.

[41] *See* PJM Protest at 9-10.

[42] Lew Jones Answer at 2.

[43] *See* PJM Protest at 9.

III. CONCLUSION

For the reasons set forth in this pleading and in the PJM Protest, the Commission should deny the Lew Jones's Waiver Request expeditiously.

Respectfully submitted,

<u>/s/ Wendy B. Warren</u>

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AFFIDAVIT OF LISA KRIZENOSKAS
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UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

DW-Lew Jones LLC	**)**	**Docket No. ER26-192-000**

AFFIDAVIT OF LISA KRIZENOSKAS
ON BEHALF OF PJM INTERCONNECTION, L.L.C.

1. My name is Lisa Krizenoskas, and my business address is 2750 Monroe Blvd., Audubon, Pennsylvania 19403. I am employed by PJM Interconnection, L.L.C. ("PJM") and my current title is Manager, Interconnection Planning Analysis.

2. I am submitting this affidavit on behalf of PJM in support of PJM's answer to the Motion for Leave to Answer and Answer of DW-Lew Jones LLC ("Lew Jones") and its accompanying affidavit of Rob Price filed by Lew Jones in Docket No. ER26-192-000 on November 12, 2025, , as well as the Supplemental Information filed in the docket by Lew Jones on November 21, 2025.[1] The Lew Jones Answer attempts to respond to the PJM protest[2] of the request for waiver of certain PJM Open Access Transmission Tariff ("Tariff") provisions Lew Jones filed on October 20, 2025.[3] The Price Affidavit provides no support for the claims in the Lew Jones Answer (or the claims in the Waiver Request) and the Commission should disregard Mr. Price's contentions. Mr. Price does not apply PJM's current interconnection analyses and his limited analysis of some of the relevant overloaded flowgates and resulting upgrades is flawed. Consequently, the Price Affidavit

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[1] *DW-Lew Jones LLC*, Motion for Leave to Answer and Answer of DW-Lew Jones LLC, Docket No. ER26-192-000 (Nov. 12, 2025) ("Lew Jones Answer," which includes the Affidavit of Rob Price ("Price Affidavit")); *DW-Lew Jones LLC*, Supplemental Information, Docket No. ER26-192-000 (Nov. 21, 2025).

[2] *DW-Lew Jones LLC*, Protest of PJM Interconnection, L.L.C. and Request for Expedited Denial of Waiver Request, Docket No. ER26-192-000 (Nov. 3, 2025)("PJM Protest").

[3] *DW-Lew Jones LLC*, Request for Limited and Prospective Waiver, or in the Alternative for Remedial Relief, Shortened Comment Period and Expedited Action of DW-Lew Jones LLC, Docket No. ER26-192-000 (Oct. 20, 2025) ("Waiver Request").

cannot be relied upon to support the Lew Jones claim that the Waiver Request will not harm third parties and is limited in scope. The Lew Jones Answer also errs in claiming that granting the Waiver Request would not delay the completion of Transition Cycle No. 1[4] ("TC1") and that reinstating Project Identifier AG1-393 ("AG1-393 Project") in TC1 at this late stage would not cause any changes to other projects' cost allocations.

3. In this Affidavit, I will:

- Discuss the limitations of Mr. Price's knowledge of PJM interconnection analysis;
- Explain what is missing from Mr. Price's analysis of the cost impact of reinstating the AG1-393 Project in TC1;
- Explain the flaws in Mr. Price's analysis of the cost allocation for the nine overloaded flowgates and associated six upgrades he studied; and
- Explain how Lew Jones is mistaken about the timing of PJM's completion of TC1.

Mr. Price's Qualifications

4. The interconnection analyses with which Mr. Price was acquainted when he worked at PJM, i.e., "the . . . scope of work that [he] performed and oversaw when [he] worked at PJM,"[5] would have been the serial interconnection study methodologies and cost allocation approach PJM applied prior to its transition to the reformed interconnection process. The reformed interconnection process uses a clustered Cycle study approach,

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[4] Capitalized terms not otherwise defined in this affidavit have the meanings assigned to them in the Tariff.

[5] Price Aff. ¶ 12.

which differs significantly from the serial study approach with which Mr. Price is familiar. In accordance with the Tariff, PJM has applied the clustered Cycle study approach throughout TC1. Thus, Mr. Price's statement that the work he performed for the analysis in his Affidavit is the same scope of work he performed when he worked at PJM reveals that he misunderstands the interconnection analyses PJM currently performs and signals the missing pieces in his analysis that I discuss next.

<u>Mr. Price's Analysis of the Cost Impact of Reinstating the Lew Jones AG1-393 Project Is Missing Eliminated Upgrades</u>

5. Mr. Price's analysis focuses only on the nine overloaded flowgates on which the AG1-393 Project has an impact and the six network upgrades that are needed as a result of the nine overloaded flowgates.[6] He ignores entirely the overloaded flowgates and resulting network upgrades that have been eliminated from the TC1 System Impact Study due to the least cost analysis PJM conducts as part of the clustered Cycle approach. Because PJM's reformed interconnection process studies the clustered Cycle as a whole, rather than studying individual New Service Requests serially, PJM's studies identify the least cost upgrades for the entire Cycle. That least cost Cycle upgrade may be a new greenfield circuit, which PJM classifies as a topology upgrade, rather than reinforcement of an existing facility. When PJM tests such a topology upgrade, it may determine that one or more other overloads also would be addressed by the topology upgrade and therefore those overloads and the reinforcements needed to address them may be removed from the study. This holistic approach to the needed upgrades and reinforcements results in lower costs to the Cycle as a whole.

[6] Price Aff. ¶ 14.

6. The chart below, which is taken from the Phase III System Impact Study report for the AG1-393 Project, shows that multiple flowgates were eliminated from the TC1 Phase III System Impact Study for this very reason.[7] And, because Mr. Price ignores these eliminated overloads, he does not consider the cost allocations associated with them. New Service Requests may be allocated costs of topology upgrades to the extent they contributed to the overloads eliminated by the topology upgrades, but Mr. Price did not include the eliminated overloads in his analysis. There also are potential aggregate contributor cost allocation rules for eliminated upgrades, which Mr. Price should have considered but did not.

Summer Peak Analysis - Eliminated Flowgates

Area	Facility Description	Contingency Name	Contingency Type	DC|AC	Final Cycle Loading	Rating (MVA)	Rating Type	MVA to Mitigate	MW Contribution	Details
DVP	8SPOTSYL-8MORRSVL 500.0 kV Ckt 1 line	DVP_P1-2: LN 575_SRT-S	Single	AC	122.94 %	3220.44	B	3959.17	1.77	
DVP	8SPOTSYL-8MORRSVL 500.0 kV Ckt 1 line	DVP_P1-2: LN 552_SRT-S	Single	AC	122.77 %	3220.44	B	3953.87	2.39	
DVP	8MDLTHAN-8NO ANNA 500.0 kV Ckt 1 line	DVP_P1-2: LN 574_SRT-S	Single	AC	120.01 %	3220.44	B	3864.83	3.09	
DVP	8NO ANNA-8SPOTSYL 500.0 kV Ckt 1 line	DVP_P1-2: LN 575_SRT-S	Single	AC	118.84 %	3220.44	B	3827.26	1.81	
DVP	8NO ANNA-8SPOTSYL 500.0 kV Ckt 1 line	DVP_P1-2: LN 581_SRT-S	Single	AC	117.57 %	3220.44	B	3786.34	2.44	
DVP	8ELMONT-8LADYSMITH 500.0 kV Ckt 1 line	DVP_P1-2: LN 576_SRT-A	Single	AC	113.8 %	4070.2	B	4632.05	3.75	
DVP	8NO ANNA-8LADYSMITH 500.0 kV Ckt 1 line	DVP_P1-2: LN 573_SRT-A	Single	AC	111.16 %	3220.44	B	3579.93	1.42	
DVP	6FOUR RIVERS-6STJOHN 230.0 kV Ckt 1 line	DVP_P1-2: LN 574_SRT-S	Single	AC	108.9 %	1123.3	B	1223.33	1.24	
DVP	8CARSON-8MDLTHAN 500.0 kV Ckt 1 line	DVP_P1-2: LN 574_SRT-S	Single	AC	103.22 %	3220.44	B	3324.19	1.98	
DVP	8LADYSMITH-8POSSUM 500.0 kV Ckt 1 line	DVP_P1-2: LN 581_SRT-S	Single	AC	102.06 %	3220.44	B	3286.74	1.93	
DVP	8LADYSMITH-8POSSUM 500.0 kV Ckt 1 line	DVP_P1-2: LN 552_SRT-S	Single	AC	101.34 %	3220.44	B	3263.68	1.92	
DVP	8ELMONT-8LADYSMITH 500.0 kV Ckt 1 line	DVP_P1-2: LN 563_SRT-S-1	Single	AC	100.88 %	4070.2	B	4105.97	3.03	
DVP	AE1-157 TP-6LDYSMITH CT 230.0 kV Ckt 1 line	DVP_P1-2: LN 574_SRT-S	Single	AC	100.73 %	1123.3	B	1131.53	1.24	
DVP	8MDLTHAN-8NO ANNA 500.0 kV Ckt 1 line	DVP_P4-2: H2T574_SRT-S	Breaker	AC	117.91 %	3940.0	C	4645.73	5.23	
DVP	8SPOTSYL-8MORRSVL 500.0 kV Ckt 1 line	DVP_P4-2: 568T575_SRT-A	Breaker	AC	117.71 %	3940.0	C	4637.69	3.15	
DVP	8NO ANNA-8SPOTSYL 500.0 kV Ckt 1 line	DVP_P4-2: 568T575_SRT-A	Breaker	AC	112.18 %	3940.0	C	4419.9	3.19	
DVP	8ELMONT-8LADYSMITH 500.0 kV Ckt 1 line	DVP_P4-2: 57602_SRT-S	Breaker	AC	111.72 %	5011.0	C	5598.44	6.26	
DVP	8LADYSMITH-8POSSUM 500.0 kV Ckt 1 line	DVP_P4-2: 545T552_SRT-S	Breaker	AC	108.29 %	3940.0	C	4266.74	3.33	
DVP	8OX-8CLIFTON 500.0 kV Ckt 1 line	DVP_P7-1: LN 2101-569_SRT-S	Tower	AC	105.67 %	3144.0	C	3322.12	2.42	

7. Mr. Price's failure to consider the eliminated overloads means there could be impacts and changes to cost allocations as a result of reinstatement of the AG1-393

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[7] *AG1-393 Phase III Study Report, PJM Interconnections*, L.L.C., Sep. 18, 2025, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AG1-393/AG1-393_imp_PHASE_3.htm (click "Summer Peak Analysis" on left sidebar; then scroll down to the "Summer Peak Analysis – Eliminated Flowgates" chart).

Project beyond the set of overloads and network upgrades he analyzes and from which he concludes reinstating the AG1-393 Project would have no adverse effects on other TC1 projects. His analysis therefore is incomplete and cannot be relied upon to conclude anything about the impact reinstating the AG1-393 Project could have.

Mr. Price's Analyses of the Layers One, Two, and Three Thresholds for Cost Allocation Are Fundamentally Flawed

8. Moreover, Mr. Price's analysis of the overloaded flowgates and resulting upgrades he did look at is fundamentally flawed. The cost allocation sections of the Price Affidavit purportedly demonstrate that "[t]he [AG1-393] Project will not meet the layer one threshold for cost allocation, even if any or all of these 14 projects currently sharing the cost allocation withdraw"; that "reinstating Lew Jones will not change the Network Upgrade Cost allocation under the second layer of review"; and that "Lew Jones would receive a cost allocation only if it is a top five contributor to the overloaded flowgate" in the third layer of review.[8] Once again, Mr. Price is missing a critical part of the analysis because he ignores the fact that even if the AG1-393 Project does not reach the threshold for cost allocation for an upgrade, the AG1-393 Project still may contribute to the need for an upgrade by contributing, even in a small amount, including as a potential aggregate contributor, to the overloads that necessitate the upgrade.

9. PJM has seen situations in the TC1 interconnection studies in which a transmission circuit is within one or two megawatts ("MW") of being 100 percent loaded. Because 100 percent loading is a bright line criterion, it is possible for a project to cause a transmission circuit to go from not overloaded to overloaded even if the project has just one or two MW of impact on a particular flowgate. In such a case, the project likely would

[8] Price Aff. ¶¶ 27, 39, 42.

not meet the "layer one threshold for cost allocation," but that is irrelevant to the question of whether that project's removal from or reinsertion in the interconnection process could change the need for certain upgrades and thereby change the costs allocated to other projects in the Cycle. If the presence of the AG1-393 Project increases the flow on a flowgate from less than 100 percent to greater than 100 percent, such that a new network upgrade is required, then removing or reinstating the AG1-393 Project would affect the cost allocation for the set of projects that contribute to the overload and do meet the cost allocation thresholds. Mr. Price's analyses of layers two and three of the cost allocation review are flawed in the same way, because he considers only whether the AG1-393 Project could meet cost allocation for any overloaded flowgates and ignores the critical question of whether reinstatement of the AG1-393 Project could drive the need for reinforcements that would otherwise have dropped away in Retool Study No. 1 with the AG1-393 Project withdrawn. In the latter scenario, all projects receiving cost allocation for those reinforcements are harmed in the sense of having their costs increased.

10. In short, *reinstatement of the AG1-393 Project to TC1*, regardless of whether the AG1-393 Project meets cost allocation thresholds, *could drive the need for a new network upgrade by causing flowgates that otherwise would have dropped out of the retool study to be loaded over 100 percent*. The Price Affidavit does not take this possibility into consideration, instead focusing solely on whether the AG1-393 Project potentially would meet the threshold for cost allocation. Mr. Price's project-centric view is fundamentally flawed because it ignores the principles of Cycle studies.

11. Some of the overloads identified in the Phase III System Impact Study report for the AG1-393 Project required multiple upgrades but the retool study PJM presently is conducting ("Retool Study No. 1") may show that one or more of those

upgrades no longer are required. PJM would need to perform a review of each of those upgrades to see whether they would again be needed if the AG1-393 Project is reinstated. If PJM were to determine that one or more of those upgrades would again be needed with the reinstatement of the AG1-393 Project, other TC1 projects that have cost allocation associated with those upgrades would be affected. Specifically, the costs for all the projects that contribute to and meet cost allocation for those upgrades would be increased by the reinstatement of the AG1-393 Project.

The Timing of TC1 Completion Assumed in the Lew Jones Answer Is Inaccurate and Therefore the Answer's Conclusions as to the Waiver Request's Effect on Timing Are Wrong

12. PJM expects to finalize Retool Study No. 1 by early December 2025. Upon completion of Retool Study No. 1, it will be necessary to "freeze" the results, i.e., make no further changes to the study inputs or outputs, so that PJM can generate updated service agreements that include cost allocations coming out of the Retool Study No. 1 and the associated Security amounts and provide them for execution. PJM anticipates providing Retool Study No. 1 results and draft service agreements by December 10, 2025, and providing final service agreements for execution on December 17, 2025 so the numbers must be final by early December, not by the December 31, 2025, date the Lew Jones Answer and Supplemental Information reference.[9]

13. If the Commission were to reinstate the AG1-393 Project in an order issued on or before December 1, 2025, as Lew Jones requests, PJM would not be able to freeze the results of Retool Study No. 1 in early December so that it can revise service agreements, provide updated draft service agreements on December 10, 2025, finalize the service

[9] Lew Jones Answer at 7.

agreements, and provide final service agreements for execution to TC1 Project Developers on December 17, 2025. Instead, PJM would have to update the model for Retool No. 1 to include the AG1-393 Project again, then re-run the generator deliverability test for the base run and the topology run to confirm updated study results, which could include the return of upgrades and reinforcements that had dropped away in the first iteration of Retool Study No. 1 without the AG1-393 Project, and then complete a combined topology study for all of PJM. It could take the entire Interconnection Planning Analysis team a week or more to perform the analyses, review the analyses, and confirm and lock down the results. Put simply, given where PJM is in the process, reinstatement of the AG1-393 Project would not allow PJM to maintain the current schedule that PJM has communicated to PJM stakeholders for completion of Retool Study No. 1 by early December 2025, so it can update the service agreements and provide them for execution by December 17, 2025.

14. I note, too, that the assumption in the Lew Jones Answer that Retool Study No. 2 provides another two months of processing time for TC1, such that reinsertion of the AG1-393 Project in TC1 any time before the end of 2025 is not a problem, is incorrect.[10] First, PJM anticipates Retool Study No. 2, if it is needed (it will be needed only if projects withdraw after receiving final service agreements for execution), will take less than a month, not two months. Second, the Cycle process, including the retool studies, was designed to account for withdrawals from the Cycle, not to account for reinsertion of projects to the Cycle. As I have explained in this Affidavit, reinstatement of the AG1-393 Project after Retool Study No. 1 may change other Project Developers' cost allocations and thus could cause other projects to withdraw. If the Commission does not issue an order

[10] Lew Jones Answer at 7 (referencing a "two-month timeframe for the Retool #2 study").

by December 1, 2025, but decides later that the AG1-393 Project should be reinstated, it could trigger the need for Retool Study No. 3 or worse, could require executed service agreements to be reopened and revised. In summary, the Waiver Request could affect other projects in TC1, both in terms of cost and timing, and therefore is disruptive to the process.

Conclusion

15. This concludes my affidavit.

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

DW-Lew Jones LLC) **Docket No. ER26-192-000**

VERIFICATION

I, Lisa Krizenoskas, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that I am the Lisa Krizenoskas referred to in the foregoing "Affidavit of Lisa Krizenoskas on Behalf of PJM Interconnection, L.L.C.," that I have read the same and am familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

DocuSigned by:
Lisa Krizenoskas
B91D72C64EA7445...

Lisa Krizenoskas

Executed on: 11/24/2025

CERTIFICATE OF SERVICE

I hereby certify that I have on 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 24th day of November 2025.

/s/ Elizabeth P. Trinkle
Elizabeth P. Trinkle

Attorney for
PJM Interconnection, L.L.C.