

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

RWE Clean Energy, LLC,)	
Complainant,)	
)	
v.)	Docket No. EL26-7-000
)	
PJM Interconnection, L.L.C.,)	
Respondent.)	

**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 RWE Clean Energy LLC’s Motion for Leave to Answer and Answer submitted in the captioned docket on December 2, 2025.²

PJM urges the Commission to summarily reject the complaint filed by RWE Clean Energy LLC (“RWE”) in the captioned docket on October 27, 2025³ for the reasons specified in PJM’s November 17, 2025 answer to the Complaint.⁴ The RWE Answer again misrepresents the words of PJM Manual 14B, as the Complaint did, and now misstates what the Affidavit of Edmund Franks on Behalf of PJM Interconnection, L.L.C., attached

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

² *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, RWE Clean Energy, LLC’s Motion for Leave to Answer and Answer, Docket No. EL26-7-000 (Dec. 2, 2025) (“RWE Answer”).

³ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, Complaint Requesting Shortened Comment Period and Fast Track Processing of RWE Clean Energy, LLC, Docket No. EL26-7-000 (Oct. 27, 2025) (“Complaint”).

⁴ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-7-000 (Nov. 17, 2025) (“Answer to Complaint”).

to the Answer to Complaint as Attachment A (“Franks Affidavit”), says about PJM Manual 14B. The RWE Answer also introduces additional requests for preferential treatment of the Project, now apparently seeking for the Project to be placed in the Transition Cycle No. 2 (“TC2”) cluster if it cannot be reinserted in Transition Cycle No. 1 (“TC1”) and calling for PJM to grant exceptions to the standard operational contingency analysis upon request by individual Project Developers. Because RWE fails to satisfy its burden of proof under section 206 of the Federal Power Act (“FPA”) and its requested relief is contrary to PJM’s Commission-approved Tariff, the Commission should reject the Complaint. The Commission should not permit the preferential treatment of the Project, at the expense of other projects in either TC1 or TC2, that RWE seeks.

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.⁵ The Commission has done so in circumstances where the answer would ensure a more complete record,⁶ lead to a better understanding of the issues in the proceeding,⁷ or assist the Commission in its decision-making process.⁸

Good cause exists to grant this Motion for Leave to Answer. RWE again misstates the operational contingency analysis PJM applied to RWE’s Maryland Blue Crab Solar &

⁵ See 18 C.F.R. §§ 385.213(a)(2), 385.101(e).

⁶ See, e.g., *High Island Offshore Sys., L.L.C.*, 113 FERC ¶ 61,202, at P 8 (2005).

⁷ 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 (2005).

⁸ 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).

Storage, LLC project (“Project”), along with all other projects in PJM’s TC1 Phase III System Impact Study and tries to downplay the impact the relief sought in the Complaint would have on other projects. 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. The RWE Answer Again Erroneously Claims That PJM Did Not Follow the Manual 14B Analysis Methodology Correctly

The RWE Answer claims the Franks Affidavit adds words to the legacy Manual 14B operational contingency analysis⁹ “that simply are not there” and shows that PJM conducts the analysis in a way that is not consistent with the Manual 14B provisions.¹⁰ Both claims are incorrect. The Franks Affidavit explains how the Legacy Generator Deliverability Procedure and the Common Mode Outage Procedure set forth in PJM Manual 14B, revision 51, actually are performed and have been performed consistently for years.¹¹ Contrary to the RWE Answer, the Franks Affidavit does not state that the phrase “DC loadings” is found in the relevant provisions of the Legacy Generator Deliverability Procedure; rather, the Franks Affidavit acknowledged that the relevant provisions say only “loadings,” neither specifying whether such loadings are AC or DC.¹² The Franks

⁹ As explained in the Franks Affidavit, the appropriate reference point for the Generator Deliverability Procedure applied to TC1 is not the currently effective version of PJM Manual 14B, revision 57, but PJM Manual 14B, revision 51. Franks Aff. ¶ 4. Mr. Franks calls the Generator Deliverability Procedure applied to TC1 the “Legacy Generator Deliverability Procedure” because PJM changed the deliverability test used for its Regional Transmission Expansion Plan (“RTEP”) process in April 2023 to implement block dispatch. Franks Aff. ¶¶ 4-5.

¹⁰ RWE Answer at 2.

¹¹ Franks Aff. ¶¶ 8-9.

¹² Franks Aff. ¶ 14.

Affidavit also explains why PJM has long used DC loadings in the comparison step of the Legacy Generator Deliverability Procedure, i.e., because DC loadings are more stable than are AC loading for purposes of comparison, leading to more consistent results over the course of multiple interconnection studies.¹³

The RWE Answer claims that because the Legacy Generator Deliverability Procedure does not specify “DC loadings,” PJM’s use of DC loadings is “at odds” with the plain language of Manual 14B.¹⁴ This exaggerated claim contradicts Mr. Franks’ plain acknowledgement that the Manual 14B language does not specify either AC or DC loadings in the comparison step of the Legacy Generator Deliverability Procedure, but only says loadings, and his explanation as to why PJM has historically and consistently chosen to use DC loadings in the comparison step of the Legacy Generator Deliverability Procedure. Mr. Franks was not “inserting words that do not appear in the original text” of the Legacy Generator Deliverability Procedure.¹⁵ He was simply explaining how PJM has long implemented the Legacy Generator Deliverability Procedure and why it has done it that way. In short, the Commission should disregard RWE’s attempts to manufacture controversy from Manual 14B and reject the Complaint because it does not demonstrate that PJM has misapplied Tariff or manual provisions.

The RWE Answer next claims that PJM is wrong to insist on the use of DC loadings in the Legacy Generator Deliverability Procedures based on the fact that use of DC loadings is hardcoded into PowerGem’s TARA software (which PJM uses to run the

¹³ Franks Aff. ¶¶ 9-11.

¹⁴ RWE Answer at 2.

¹⁵ RWE Answer at 3.

Generator Deliverability Procedure) and argues that PJM engineers should be required to “use their independent judgment to assess, on a case by case basis when raised by a specific Project Developer, whether use of the AC loading is appropriate under Step 6.”¹⁶ The Franks Affidavit references the hardcoding of DC loadings in PowerGem’s TARA software not as an excuse for not changing the use of DC loadings but instead to explain that the hardcoding was deliberate and ensures consistency across the many Regional Transmission Expansion Planning and interconnection studies that are performed using the Generator Deliverability Procedure. While RWE would discard consistency in favor of engineers’ individual judgment, PJM, as an independent Regional Transmission Organization (“RTO”), values consistency across its studies and does not readily undertake case by case analyses when prompted by individual Project Developer’s requests. If each engineer were to use his or her engineering judgment for these comparisons, there would be no consistent set of study results and conclusions concerning the Network Upgrades required for a Cycle’s Interconnection Requests. Further, Transmission Owners and Project Developers would complain, rightly, that a single, clear methodology should have been established for this comparison to avoid the confusion caused by multiple engineers each exercising his or her independent judgment.

B. The Relief RWE Seeks (Whether It Is the Relief Sought in the Complaint or the New Relief Sought in the RWE Answer) Is Inappropriate and Would Harm Others

PJM already has explained the problems with RWE’s new suggestion that PJM need not re-run the TC1 studies if the Commission grants the Complaint but can simply have its engineers “use their independent judgment to assess the impact of using the AC

¹⁶ RWE Answer at 4-5.

loading (which values are already included in the results) on a case-by-case basis as requested by a specific Project Developer.”¹⁷ Such an approach might yield RWE’s desired results in the short-term, but is antithetical to the Commission-approved Tariff process and PJM’s goal as an RTO to administer its Tariff in a not unduly discriminatory or preferential manner. PJM strives to use consistent methodologies and the same tests and procedures across projects and Project Developers so it can draw consistent conclusions from its studies.¹⁸

The RWE Answer further asserts that since PJM “has appropriately relied on use of DC loadings for every other project in TC1,” PJM cannot claim that using AC loadings for the comparison step “for a single project” will cause “instability or inconsistency in its TC1 study process as a whole.”¹⁹ This assertion, too, misstates what the Franks Affidavit and the Answer to Complaint said. PJM said that if it were to use AC loadings in the comparison step of the Legacy Generator Deliverability Procedure for the Edge Moor-Winwood 230-kV line, it should apply the methodology or test across the entire set of transmission facilities involved in the TC1 studies, to be fair and consistent.²⁰ The Franks Affidavit then explains the potential result of applying the methodology across all of TC1, i.e., that the modified analysis in the re-run could “change common mode contingency

¹⁷ RWE Answer at 7.

¹⁸ RWE’s argument that it can reasonably conclude no other projects would be affected by RWE’s desired analysis methodology because it is “not aware of any other projects, aside from the Maryland Blue Crab Project, that have had this same issue . . . and PJM has not identified any projects or Project Developers that have experienced this same issue” (RWE Answer at 7) is a non sequitur. The fact that PJM has not undertaken a study of all other TC1 projects to see if there are other projects that might benefit from RWE’s desired methodology does not mean there are no TC1 projects that would be adversely affected if PJM were to switch from using DC loadings to AC loadings in the comparison step.

¹⁹ RWE Answer at 7-8.

²⁰ Answer to Complaint at 16-17; Franks Aff. ¶ 15.

loadings on other facilities to be greater than the operational contingency loadings on those other PJM facilities if the AC loadings were used in the comparison as opposed to the DC loadings,” which would result in new reliability criteria violations being identified, causing new upgrades to be needed, and changing TC1 projects’ cost allocations.²¹

The RWE Answer makes its assertions regarding the alleged limited impact on other projects that would result from its request to change the Legacy Generator Deliverability Procedure for its Project only in support of its erroneous claim that the relief the Complaint seeks—to have the Project reinserted in TC1—will not delay PJM’s processing of TC1 or harm other projects.²² However, RWE now seems to be changing the Cycle into which it seeks to be inserted. The RWE Answer first refers to the supposed ease with which PJM could reinsert the Project in the TC1 retool study “without much, if any, loss of time”²³ (entirely ignoring PJM’s explanation in the Answer to Complaint) as to how doing so would hold up the TC1 Final Agreement Negotiation Phase.²⁴ Curiously, the RWE Answer then immediately discusses PJM’s schedule for TC2 studies and argues that because the Phase II System Impact Study model for TC2 will not be “finalized for several weeks. . . . *reinserting* the [Project] into the Phase II modeling case can be accommodated without disrupting or delaying the overall TC2 study schedule.”²⁵ In addition to the obvious question as to how a project that was in TC1 can be *re*-inserted into the TC2, RWE’s argument ignores everything the Answer to Complaint explained about

²¹ Franks Aff. ¶ 15.

²² See RWE Answer at 7-9.

²³ RWE Answer at 8.

²⁴ Answer to Complaint at 16-17; Franks Aff. ¶ 15.

²⁵ RWE Answer at 8 (emphasis added).

the delays RWE's requested relief would cause to the TC1 Final Agreement Negotiation Phase and the knock on effects on subsequent cycles from the delays in completing TC1.²⁶ Additionally, there is no Tariff mechanism for this requested relief.²⁷

The RWE Answer's apparent claim that PJM can "reinsert" the project into either TC1 or TC2 also completely overlooks PJM's previous explanation of the cost responsibility that would be shifted from the Project to other TC1 or TC2 projects by the Complaint. As the Franks Affidavit states, the Edge Moor-Linwood 230 kV line has been identified as a thermal reliability criteria violation in the TC2 Phase 1 System Impact Study reports. If the Project were to be reinserted into TC1 and not subjected to the Legacy Generator Deliverability Procedure as RWE requests, PJM would be ignoring the thermal reliability criteria violation it identified in the TC1 studies, for which the Project should be responsible. If it were to grant the Complaint, the Commission would be allowing upgrade cost responsibility, for which the Project should be responsible, to shift to TC2 Project Developers.

²⁶ Answer to Complaint at 16-17; Franks Aff. ¶¶ 15 & 17.

²⁷ Answer to Complaint at 19-20 (citing to Tariff, Part VII, Subpart D, section 307(A)(5)(c) (which prohibits inter-cycle cost shifting); Franks Aff. ¶ 17 (same).

III. CONCLUSION

For the reasons set forth in this pleading and in the Answer to Complaint, the Commission should summarily reject the Complaint.

Respectfully submitted,

/s/ Wendy B. Warren

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December 9, 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 9th day of December 2025.

/s/ Alyssa Umberger
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