

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

Advantage Capital Renewables, LLC,	)	
Complainant,	)	
	)	
v.	)	Docket No. EL26-99-000
	)	
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 (“Commission”) Rules of Practice and Procedure,¹ PJM Interconnection, L.L.C. (“PJM”) respectfully submits this Motion for Leave to Answer and Answer to the answer filed on September 17, 2026, in this proceeding² by Advantage Capital Renewables, LLC (“Advantage Capital” or “Complainant”). In its September 17 Answer, Complainants still do not meet its burden under section 206 of the Federal Power Act, 16 U.S.C. § 824e. The Commission should therefore deny the Complaint.

The overarching question before the Commission in this proceeding is whether PJM followed the PJM Open Access Transmission Tariff (“Tariff”) in determining that the Application associated with PJM Project Identifier No. C01-1742 (“Freshwater Dune Project”) should be rejected. As PJM has made clear, the answer is yes.³ The facts

¹ 18 C.F.R. §§ 385.212, 385.213.

² *Advantage Capital Renewables, LLC v. PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of Advantage Capital Renewables, LLC, Docket No. EL26-99-000 (Sep. 17, 2026) (“September 17 Answer”).

³ *See Advantage Capital Renewables, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-99-000 (Sep. 8, 2026) (“Complaint Answer”).

underlying this dispute are straightforward. PJM reviewed Complainant's application for its C01-1742 Freshwater Dune Project ("Application") and identified several deficiencies, of which Complainant was notified and required to resolve within the Tariff-prescribed timeframe.⁴ Following the cure period, PJM reviewed Complainant's deficiency responses and found a number of deficiency comments (herein referred to as, the "Stability Deficiency Comments") that Complainant did not resolve. As a result, PJM was unable to validate the Freshwater Dune Project's Application, and it was withdrawn in accordance with the Tariff.⁵ Accordingly, the Commission should deny the Complaint.

As explained in the Complaint Answer⁶ and emphasized below, Complainant's request to delay Cycle 01 to accommodate reinstatement of its deficient Application would needlessly delay commencement of Phase I, and every subsequent Phase of Cycle 01 thereafter. The Commission therefore should deny the Complaint.

I. MOTION FOR LEAVE TO ANSWER

While an answer to an answer is not a matter of right under the Commission's regulations,⁷ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making

⁴ See generally Tariff, Part VIII, Subpart A, section 401.

⁵ Tariff, Part VIII, Subpart A, section 401(B)(1)(c).

⁶ Complaint Answer at 20-22.

⁷ 18 C.F.R. § 385.213(a)(2).

process,⁸ assures a complete record in the proceeding,⁹ and provides information helpful to the disposition of an issue.¹⁰ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

II. ANSWER

A. *After Receiving Notice of the Stability Deficiency Comments, Advantage Renewables Did Not Cure the Deficiencies Through Its Submitted Deficiency Responses, Which Led to the Withdrawal of the Freshwater Dune Project.*

The Complaint Answer puts forth multiple screenshots of the Dynamic File(s) Data-Field in NextGen, showing the time-stamped Stability Deficiency Comments,¹¹ yet Complainant still maintains that it was not adequately informed.¹² Complainant dismisses the clear evidence placed before it, and now comes forth with new allegations that the Stability Deficiency Comments were “not visible” during the cure period.¹³ The Commission should not be swayed here.

As previously explained,¹⁴ once an Application is placed in “Data Deficient” status, NextGen identifies the deficient data fields along with the associated deficiency comments. NextGen *requires* the Project Developer to comment on all deficient data fields in order to

⁸ See, e.g., *Pioneer Transmission, LLC v. N. Ind. Pub. Serv. Co.*, 140 FERC ¶ 61,057, at P 94 (2012) (accepting answers that “provided information that assisted us in our decision-making process”); *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).

⁹ 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”).

¹⁰ See, e.g., *CNG Transmission Corp.*, 89 FERC ¶ 61,100, at 61,287 n.11 (1999).

¹¹ Complaint Answer at Exhibit 2.

¹² See generally, September 17 Answer at 7-8, and Attachment I.

¹³ See generally, September 17 Answer at 7-8, and Attachment I.

¹⁴ Complaint Answer at 10-12.

submit its responses to the deficiencies that PJM identified. As relevant here and evidenced in Figure 1 below, the Stability Deficiency Comments were all contained within the Dynamic File(s) Data-Field,¹⁵ where Complainant submitted *two responses* in the Comment field stating, “Dynamic model updated” and “Value changed.” This begs the question: to what was Complainant responding, if the Stability Deficiency Comments were purportedly “not visible?”

Figure 1: NextGen Dynamic File(s) Data-Field¹⁶

Deficiency Tracking

Dynamic File(s)

	Date	Value	Comment	Entered By	Role
	06/16/2026	Dynamic Model.zip	Dynamic model updated.	Farah Neha	NextGen Read/Write
	06/16/2026	Dynamic Model.zip	Value changed	Farah Neha	NextGen Read/Write
	05/08/2026	PSSE Model.zip	[EPE - Gavani] - Stability - REGCA: Lvpnt1 value is recommended to be 0.01 to eliminate unnecessary active-power curtailment. Please provide a brief description on the justification for this selection. Check Lvpnt1 in REGCA module CONs(J-6)	Mirjavad Hashemi Gavani	IA Engineer
	05/08/2026	PSSE Model.zip	[EPE - Gavani] - Stability - REGCA: Lvpnt0 value is recommended to be 0 to eliminate unnecessary active-power curtailment. Please provide a brief description on the justification for this selection. Check Lvpnt0 in REGCA module CONs(J-7)	Mirjavad Hashemi Gavani	IA Engineer
	05/08/2026	PSSE Model.zip	[EPE - Gavani] - Stability - REECC: Vp1 is not zero and corresponding lp1 is less than 1. This may contribute to unnecessary active power curtailment. VDL curves should be disabled if	Mirjavad Hashemi Gavani	IA Engineer

Records Per Page: << < (1 of 1) > >>

Close

Despite its own responses in NextGen, Complainant asserts that it was not notified of the Stability Deficiency Comments until it received its Withdrawal Notice.¹⁷ Further, referencing the terms “round 1” and “round 2” in the Withdrawal Notice, Complainant appears to suggest that the Stability Deficiency Comments did not exist before PJM’s review of Complainant’s Deficiency Responses.¹⁸ This argument is misguided. As

¹⁵ Complaint Answer at Exhibit 2.

¹⁶ *Id.*

¹⁷ See generally, September 17 Answer at 7-8, and Attachment I.

¹⁸ September 17 Answer at 4.

corroborated in the Withdrawal Notice,¹⁹ PJM raised the Stability Deficiency Comments on June 2, 2026 (i.e., “round 1”). Rather than conducting a “second round of [deficiency] review,”²⁰ PJM reviewed Complainant’s Deficiency Responses and confirmed that the Stability Deficiency Comments were still not resolved. For that reason, the Stability Deficiency Comments were restated in the Withdrawal Notice (i.e., “round 2”).²¹ Importantly, PJM did not deviate from its Application Review Phase procedures as prescribed in the Tariff, which provides PJM with one opportunity to identify deficiencies and, in turn, the Project Developer one opportunity to cure such deficiencies.

In an effort to identify further “evidence” to support its claim that the Stability Deficiency Comments did not exist during the cure period, Complainant argues that (1) PJM did not instruct the Complainant to review the Stability Deficiency Comments in NextGen²² and (2) PJM did not specifically point out the Stability Deficiency Comments when Complainant asked, prior to its submission of Deficiency Responses.²³ Complainant’s argument, however, seemingly overlooks the fact that the Deficiency Notice issued on June 2, explicitly states that the deficiency comments provided within the letter “are not intended to be exhaustive and reflect only the most recent comment for each field.”²⁴ The Deficiency Notice then directs Complainant to review *all* deficiency comments in NextGen, *twice*.²⁵ Moreover, and as detailed above, Complainant’s two

¹⁹ Complaint Answer at Exhibit 5.

²⁰ September 17 Answer at 23.

²¹ Complaint Answer at Exhibit 5.

²² September 17 Answer at 7.

²³ *Id.* at 7.

²⁴ Complaint Answer at 6, 18, and Exhibit 1.

²⁵ *Id.* at Exhibit 2.

responsive comments to the Stability Deficiency Comments in the Dynamic File(s) Data-Field demonstrate not only that Complainant knew where they were located but also that they were visible. Also, as explained in the Complaint Answer,²⁶ once an Application is placed in “Data Deficient” status, NextGen identifies the deficient data fields along with the associated deficiency comments. In order for a Project Developer to submit its deficiency responses, NextGen requires the Project Developer to comment on *all* deficient data fields. Thus, if any deficient data field is left unaddressed, NextGen will not accept the submission, and will flag the deficient data fields that are left outstanding.²⁷ Consequently, because Complainant submitted its responsive comments in the Dynamic File(s) Data-Field, NextGen did not identify the data-field as outstanding,²⁸ nor could PJM validate Complainant’s submission, until after the cure period.²⁹

Complainant also argues that the NextGen comments did not serve as sufficient notice, “because active engagement by Advantage Renewables was necessary to discover two deficiencies PJM failed to inform Advantage Renewables of (and which Advantage Renewables immediately addressed)...”³⁰ Complainant contends that it needed to “push PJM to identify”³¹ both Transformer Information fields³² in order for Complainant to be adequately informed.³³ Complainant’s argument rests on disingenuous statements, since

²⁶ *Id.* at 10-11.

²⁷ *Id.*

²⁸ *Id.*

²⁹ *See id.* While NextGen can identify whether a deficient data field has been commented on or not, it is not designed to validate the contents of the Project Developer’s submission. Such validation process is manually conducted by a PJM engineer.

³⁰ September 17 Answer at 9.

³¹ *Id.* at 8-9.

³² High-side to tertiary and low-side to tertiary of the Main Power Transformer (“MPT”).

³³ September 17 Answer at 9.

both Transformation Information deficiencies were explicitly identified in the June 2 Deficiency Notice, as shown in Figure 2.³⁴

Figure 2: June 2 Deficiency Notice³⁵

Transformer Information

X0: [Chen-EPE] Short Circuit -The High-side to tertiary R0 and X0 values of MPT are missing in NextGen . Please verify and update.

R0: [Chen-EPE] Short Circuit -The R0 and X0 values of GSU are missing in NextGen . Please verify and update.

R0: [Chen-EPE] Short Circuit -The low-side to tertiary R0 and X0 values of GSU are missing in NextGen . Please verify and update.

X0: [Chen-EPE] Short Circuit -The low-side to tertiary R0 and X0 values of MPT are missing in NextGen . Please verify and update.

X0: [Chen-EPE] Short Circuit -The R0 and X0 values of GSU are missing in NextGen . Please verify and update.

R0: [Chen-EPE] Short Circuit -The High-side to tertiary R0 and X0 values of GSU are missing in NextGen . Please verify and update.

Lastly, Complainant asserts that “*even if the Commission finds that stability-related deficiencies existed*, they are readily curable and do not warrant removal of the Freshwater Dune Project from Cycle 01.”³⁶ The Complainant’s assertion effectively asks the Commission to disregard the existence of the deficiencies that precluded PJM from validating its Application and, in turn, the Tariff language that requires PJM to reject an Application that cannot be validated. Complainant’s alternative request for relief should be rejected. To do so otherwise would afford Complainant an impermissible second chance to undergo the deficiency review process by imputing such a right where none exists under the plain language of the Tariff. PJM respectfully submits that the Commission find the Stability Deficiency Comments existed and were visible in NextGen, the Complainant did

³⁴ Complaint Answer at Exhibit 1.

³⁵ *Id.*

³⁶ September 17 Answer at 10 (emphasis added).

not cure all deficiencies, and affirm that PJM rejected the Application in accordance with the Tariff. Accordingly, the Commission should reject the Complaint.

B. PJM Withdrew the Freshwater Dune Project Pursuant to the Application Requirements of the Tariff

Complainant attempts to reduce the Stability Deficiency Comments to “documentation-level reconciliations and technical file-format issues,” in an effort to support its requested reinstatement of the Freshwater Dune Project.³⁷ Complainant also argues that the Stability Deficiency Comments, by virtue of being related to the PJM Dynamic Model Development Guidelines (“DMDG”) “go well beyond ‘implementation details’ and materially expand what PJM treats as a complete Application.”³⁸ Put simply, Complainant cannot have it both ways: Complainant cannot purport that the Stability Deficiency Comments are mere documentation or file-format issues, yet argue that the DMDG are not mere implementation details and should be filed in the Tariff in order to be enforced.

Complainant misinterprets the rule of reason policy in stating that the DMDG must be filed in order to be enforced, simply because it is “outcome-determinative.”³⁹ The relevant inquiry is not whether compliance with the DMDG is an outcome-determinative requirement. Rather, under the rule of reason, “provisions that significantly affect rates, terms, and conditions of service, are readily susceptible of specification, and are not generally understood in a contractual agreement must be included in the tariff, while items better classified as implementation details may be included only in the business practice

³⁷ *Id.* at 10.

³⁸ *Id.* at 12.

³⁹ *Id.* at 14.

manual.”⁴⁰ The Commission recognized that “it is no more possible to set forth *all* of the practices affecting rates ... than it is to set forth *all* of the terms and conditions of a contract, leaving nothing whatever to be implied[,]”⁴¹ thus “even significant and specifiable practices need not be in a tariff when they are clearly implied by the tariff’s express terms.”⁴² As relevant here, Tariff, Part VIII, Subpart B, section 403(A) requires Project Developers to “[s]pecify the proposed voltage and nominal capability of new facilities”⁴³ and “[p]rovide a detailed description of the equipment configuration and electrical design specifications for the project,”⁴⁴ “as detailed further in the Application and PJM’s Manuals.”⁴⁵ PJM Manual 14H then provides guidance on how to produce such specifications by submitting a dynamic model in accordance with the DMDG.⁴⁶ Thus, the DMDG are anchored in the Application Rules of the Tariff.

Despite Complainant’s arguments to the contrary,⁴⁷ the Commission has acknowledged the need for PJM to retain operational flexibility in holding that

⁴⁰ *Energy Storage Ass’n v. PJM Interconnection, L.L.C.*, 162 FERC ¶ 61,296, at P 103 (2018) (“*Energy Storage*”) (quotation marks omitted) (Holding that PJM must retain operational flexibility and that implementation and operational details were better suited in its manuals.) (citing *Cal. Indep. Sys. Operator Corp.*, 122 FERC ¶ 61,271, at P 16 (2008)).

⁴¹ *Hecate Energy Green Cnty. 3 LLC v. FERC*, 72 F.4th 1312 (D.C. Cir. 2023) (citing to *City of Cleveland v. FERC*, 773 F.2d 1368, 1370 (D.C. Cir. 1985)).

⁴² *Hecate Energy Green Cnty. 3 LLC v. FERC*, 72 F.4th at 1314 (citing *City of Cleveland v. FERC*, 773 F.2d at 1376) (“[E]ven specifiable practices that significantly affect rates need not be included if they are clearly implied by the tariff’s express terms.”).

⁴³ Tariff, Part VIII, Subpart B, section 403(A)(4)(c).

⁴⁴ Tariff, Part VIII, Subpart B, section 403(A)(4)(d).

⁴⁵ Tariff, Part VIII, Subpart B, section 403(A)(4).

⁴⁶ Interconnection Projects Department, *PJM Manual 14H: New Service Requests Cycle Process*, PJM Interconnection, L.L.C., section 2.1.2 (rev. 06, Aug. 19, 2026) <https://www.pjm.com/-/media/DotCom/documents/manuals/ml14h.pdf> (“PJM Manual 14H”) (“Modeling Data required for Stability analysis must be provided with the submitted application in PJM data submission tool.”).

⁴⁷ September 17 Answer at 13-14.

implementation and operational details are better suited in its manuals.⁴⁸ As explained in the Complaint Answer,⁴⁹ the DMDG is “meant to serve as a guideline in the development of the dynamics model for [a] project[,],” while acknowledging that it “may not cover every specific scenario.”⁵⁰ To that end, the DMDG states that “[a]ny unique scenarios or settings that may be required for [a] project model shall be noted in the Dynamic Model Report and brought to the attention of PJM in the Data Application form.”⁵¹ In other words, the DMDG must be able to evolve to reflect, among other things, changes to NERC’s, Transmission Owners’, and PJM’s practices and procedures. Accordingly, the DMDG should not be filed in the Tariff, since PJM must retain operational flexibility, to keep up with ever changing technological advancements. Moreover, the Commission “generally allows transmission providers to exercise their engineering judgment when conducting interconnection studies, including deferring to transmission providers’ discretion regarding how to maintain a reliable transmission system.”⁵²

Alternatively, if the DMDG were filed in the Tariff, Project Developers would find themselves having to seek waiver requests from the Commission, for projects with unique scenarios or settings that are not specifically covered in the DMDG. Despite Complainant’s assertions, maintaining operational flexibility does not defeat the purpose of having a filed rate at all.⁵³ As previously explained, the DMDG is anchored in the

⁴⁸ See *Energy Storage* at P 108.

⁴⁹ Complaint Answer at 16; see DMDG at section 2.

⁵⁰ DMDG at section 2.

⁵¹ DMDG at section 2.

⁵² *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,024, at P 71 (2026); *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, 194 FERC ¶ 61,212, at P 42 (2026).

⁵³ September 17 Answer at 14.

Application Rules of the Tariff. Thus, Complainant’s argument that the “rule of reason and the filed rate doctrine would impose no meaningful constraint on an RTO’s conduct”⁵⁴ is unfounded.

C. Advantage Renewables Was Not Treated in an Unduly Discriminatory Manner

Complainant claims that PJM treated the Freshwater Dune Project in an unduly discriminatory manner “[u]pon information and belief.”⁵⁵ An allegation supported on “information and belief” without more, does not satisfy the burden of proof under Rule 206(b).⁵⁶ Rather than bringing forth any supporting details to substantiate their claim, Complainant points back to the MAREC email, describing it as “concrete evidence that PJM treated the Freshwater Dune Project in an unduly discriminatory manner[.]”⁵⁷ The MAREC email however only echoes the same message without offering any context, project specific information, nor anything to indicate that the Freshwater Dune Project was treated in an unduly discriminatory manner.⁵⁸ Complainant argues that PJM does not meaningfully counter its assertions of unduly discriminatory behavior; however, Complainant raises nothing for PJM to meaningfully address with respect to its project, which is the subject of this proceeding.

In an apparent effort to bolster its discrimination argument, Complainant proffers summaries of other Cycle 01 Complaints currently pending before the Commission and in which Complainant is not a party. PJM is addressing the other Cycle 01 Complaints based

⁵⁴ *Id.* at 14.

⁵⁵ Complaint at 31.

⁵⁶ 16 U.S.C. § 824e(b).

⁵⁷ September 17 Answer at 19.

⁵⁸ Complaint at Attachment G.

on the records in those proceedings, just as PJM is focused on addressing the issues raised by the Complainant as to its Freshwater Dune Project. Here, the record is devoid of any substantial evidence that gives credence to Complainant's argument. In fact, the Complainant's summaries only serve to highlight that each of the Project Developers submitted applications that could not be validated and, thus, were consistently withdrawn from Cycle 1, per the Tariff. For these reasons, Complainant has not satisfied its burden under Rule 206(b), and the Commission should give no weight to this argument and summarily dismiss the Complaint.

D. The Relief Requested Is Not Just and Reasonable and, Therefore, Should Be Denied. Further, Reinstatement of the Freshwater Dune Project Will Substantially Delay Cycle 01 and May Adversely Affect Future Cycles.

Complainant requests that the Commission direct PJM to "reinstate the Freshwater Dune Project into Cycle 01 with its original queue position preserved."⁵⁹ It also asserts that "[r]einstatement is practical and will not materially disrupt Cycle 01."⁶⁰ To the contrary, reinstatement of the Freshwater Dune Project would harm the other Project Developers in Cycle 01, who submitted complete and valid Applications and expect them to be processed in a timely fashion and delay the interconnection of much-needed generation capacity. Complainant's requested relief should therefore be denied.

If PJM were directed by the Commission to reinsert the Freshwater Dune Project in Cycle 01, the commencement of Phase I of Cycle 01 would be delayed because Complainant would need time to provide a working model and then PJM would be required to re-build the model for Phase I and post it for the 30-day review period. This would have

⁵⁹ Complaint at 31; *see* September 17 Answer at 24.

⁶⁰ September 17 Answer at 25.

a cascading effect on all Cycle 01 deadlines. PJM has already posted the Phase I Base Case Data on August 28, 2026.⁶¹ Phase I currently is set to begin after the Base Case Data has been posted for 30 days, i.e., on September 28, 2026. Reinstating the Freshwater Dune Project would delay PJM's processing of Cycle 01 by at least two months from the date the Commission issues its order granting the Complaint. As previously mentioned,⁶² in order for the Freshwater Dune Project to proceed as part of Cycle 01, PJM must be able to validate its dynamic model, then rebuild and test its Base Case models with the Freshwater Dune Project included, and repost its Phase I Base Case data. Only then would PJM be in a position to move to Phase I. If the Complaint were granted, under no circumstances would PJM be in a position to proceed with Phase I on September 28, 2026. Such delays are precisely the kinds of inefficiencies that the deficiency review process was designed to avoid.

Moreover, other Cycle 01 Project Developers may also be adversely impacted by including the Freshwater Dune Project in the Phase I Base Case model. The 30-day period to review Base Case model is currently running. Cycle 01 Project Developers are currently reviewing it and are making (or already have made) decisions on whether to withdraw or advance based on that evaluation. If PJM must rebuild and repost its model to include the Freshwater Dune Project, certain Project Developers that have already withdrawn may conclude that they would not have done so based on the revised model data. PJM would

⁶¹ See *Cycle Timeline*, PJM Interconnection, L.L.C., <https://www.pjm.com/planning> [<https://perma.cc/ELR3-HWF3>] (Scroll to Cycle Timeline chart at bottom of website page, select Cycle 1 in the "Select Cycle" window) (last visited Sep. 23, 2026) (providing Cycle 01 Phase I Base Case posting date).

⁶² Complaint Answer at 20-21.

then need to reinstate those New Service Requests, as the conditions under which they withdrew would now be invalid. Such an outcome would only compound delays to Phase I.

Complainant's argument regarding PJM's request for Commission action by September 14, 2026, is misplaced.⁶³ As stated in the Complaint Answer, while reinstatement of the Freshwater Dune Project by September 14, 2026, would be "aggressive, it would *limit* as much as possible the approximately two-month set back to Cycle 01."⁶⁴ At no point does PJM suggest that reinstatement of the Freshwater Dune Project on or before September 14, 2026, would avoid material delays to PJM's administration of Cycle 01.

Complainant argues that "permitting PJM to insulate itself from corrective action would send a chilling signal to developers and investors considering financing and building generation projects in the PJM region."⁶⁵ Specifically, Complainant states that:

[i]f PJM can withdraw projects based on deficiencies it failed to communicate, refuse to correct its own procedural errors, not adhere to its Tariff, and then invoke the resulting, vaguely described, alleged administrative burden as a reason to deny reinstating projects that never should have been removed from the interconnection queue in the first place, developers will face an interconnection process that is arbitrary and unreliable.⁶⁶

The Commission should not be swayed by the Complainant's argument, because it does not apply to the facts here. To reiterate, Complainant was notified of the Stability Deficiency Comments on June 2, 2026,⁶⁷ replied to Stability Deficiency Comments in

⁶³ September 17 Answer at 25.

⁶⁴ Complaint Answer at 21 (emphasis added).

⁶⁵ September 17 Answer at 27.

⁶⁶ *Id.* at 27.

⁶⁷ Complaint Answer at Exhibit 1.

NextGen on June 16, 2026,⁶⁸ but ultimately did not remedy the deficiencies raised.⁶⁹ As a result, PJM could not validate the Freshwater Dune Project, and it was withdrawn in accordance with the Tariff.⁷⁰ To reinstate the Freshwater Dune Project on these facts, would invite other Project Developers to claim that any particular deficiency comment “was not visible during the cure period,” despite a date-stamp, or even worse, its own responsive comment to the same. Such a result would defeat the purpose of the deficiency review process altogether and inject uncertainty into PJM’s interconnection process and timeline. Accordingly, the Commission should deny the Complaint.

⁶⁸ *Id.* at Exhibit 2.

⁶⁹ Complaint Answer at Exhibit 5. *See also* September 17 Answer at 10-11 (“The remaining items—documentation-level reconciliations such as updated file formats, model configuration adjustments, and supplemental **DMDG package** materials—do not require fundamental re-engineering and can be resolved through targeted data submissions.”(emphasis added)).

⁷⁰ *See generally* Tariff, Part VIII, Subpart A, section 401.

III. CONCLUSION

For the reasons set forth above, the Commission should deny the Complaint.

Respectfully submitted,

/s/ Salvia Yi

Salvia Yi
Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403
484-501-4619
Salvia.Yi@pjm.com

Christopher B. Holt
Managing Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403
610-666-2368
Christopher.Holt@pjm.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

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

September 23, 2026

CERTIFICATE OF SERVICE

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

Dated at Audubon, Pennsylvania this 23rd day of September 2026.

/s/ *Salvia Yi*

Salvia Yi

Counsel

PJM Interconnection, L.L.C.

2750 Monroe Boulevard

Audubon, PA 19403

484-501-4619

Salvia.Yi@pjm.com