

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

RWE Americas, LLC	)	
Complainant,	)	
	)	
v.	)	Docket No. EL26-106-000
	)	
PJM Interconnection, L.L.C.,	)	
Respondent.	)	

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

PJM Interconnection, L.L.C. (“PJM”), pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission (“Commission”) Rules of Practice and Procedure,¹ respectfully submits this Motion for Leave to Answer and Answer to the answer filed September 28, 2026, in this proceeding² by RWE Americas, LLC (“RWE”).

At bottom, the question before the Commission in this proceeding is whether PJM followed its Tariff in determining that the Applications associated with PJM Project Identifier Nos. C01-1680, C01-1681, C01-1687, C01-1705, and C01-1708 (collectively, “RWE Projects”) should be rejected. As PJM has made clear, the answer is yes.³ The RWE Answer offers nothing to alter this conclusion. The Commission should therefore deny the Complaint.

¹ 18 C.F.R. §§ 385.212, 385.213.

² *RWE Americas, LLC v. PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of RWE Americas, LLC, Docket No. EL26-106-000 (Sep. 28, 2026) (“RWE Answer”). Capitalized terms not defined herein shall have the meaning set forth in the PJM Open Access Transmission Tariff (“Tariff”).

³ *See RWE Americas, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-106-000 (Sep. 24, 2026) (“Complaint Answer”).

I. MOTION FOR LEAVE TO ANSWER

While an answer to an answer is not a matter of right under the Commission's regulations,⁴ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process,⁵ assures a complete record in the proceeding,⁶ and provides information helpful to the disposition of an issue.⁷ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

II. ANSWER

A. *The Complaint Remains Deficient as a Matter of Law.*

RWE's claim that it has met its burden under section 206 of the Federal Power Act should be rejected.⁸ Despite RWE's efforts at a more robust narrative explanation in its Answer,⁹ the record includes no demonstration that the BESS Projects¹⁰ were withdrawn with "substantially similar deficiencies" as other projects that remain in Cycle 01.¹¹ Indeed, "[i]f PJM possessed a genuine, articulable basis to distinguish the four

⁴ 18 C.F.R. § 385.213(a)(2).

⁵ 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 [the Commission] in [its] 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 answers to protests when they provided information that assisted the Commission in its decision-making process).

⁶ 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 . . .").

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

⁸ RWE Answer at 4-6.

⁹ RWE Answer at 8-12.

¹⁰ The BESS Projects are the RWE Projects associated with PJM Project Identifier Nos. C01-1680, C01-1681, C01-1687 and C01-1708. See Complaint Answer at 13-15.

¹¹ RWE Answer at 2 (emphasis omitted).

BESS Projects from the 16 accepted PJM applications, it would have stated that basis in its Answer,”¹² but RWE offered no evidence for PJM to make such distinctions. The only purported evidence RWE offers is in the form of four tables attached to the end of the Complaint alleging that select “Items” (presumably from the deficiency notices but not identified as such) from the BESS Projects that allegedly had similar deficiencies to other Applications accepted in Cycle 01.¹³ RWE makes no attempt to link these “Items” to the bases for withdrawal for any of the BESS Projects, nor does it explain with any specificity how the deficiencies in the validated Cycle 01 Applications were “substantially similar” to those identified for the BESS Projects.¹⁴ The affidavit provided with the RWE Answer does little more than validate the preparation of these tables.¹⁵ In short, RWE asks the Commission to connect the dots between the withdrawal notices for the BESS Projects and its claims of discriminatory treatment, falling well short of its burden to support its claims with specificity.¹⁶ The Complaint should therefore be dismissed as a matter of law with respect to BESS Projects.

¹² RWE Answer at 6-7 (emphasis omitted).

¹³ *RWE Americas, LLC v. PJM Interconnection, L.L.C.*, Complaint and Requests for Fast Track Processing and Shortened Answer Period of RWE Americas, LLC, Docket No. EL26-106-000, at Attachments P, Q, R, S (Sep. 4, 2026) (“Complaint”).

¹⁴ *See, e.g.*, Complaint at Attachment S, Item 12 (referencing a general category of “PSSE version” and claiming that “All 16 accepted RWE projects used the same assumption”). RWE offers no further detail as to what the “assumption” is at issue and provides no details regarding the “assumption” as utilized in other Applications.

¹⁵ RWE Answer at Attachment V (Affidavit of Karthik Mekala).

¹⁶ *See Coal. of Eastside Neighborhoods for Sensible Energy v. Puget Sound Energy*, 153 FERC ¶ 61,076, at P 59 (2015); *Citizens Energy Task Force v. Midwest Reliability Org.*, 144 FERC ¶ 61,006, at P 39 (2013) (The Commission finds “that the Complaint . . . fails to meet the requirements of Rule 206 because the Complaint does not explain how the averred facts support the alleged violations.”).

B. The RWE Projects Were Properly Withdrawn from Cycle 01.

In addition to the legal shortcomings of the Complaint, RWE has not shown that PJM violated its Tariff in withdrawing the RWE Projects from Cycle 01. PJM identified in the Complaint Answer the deficiencies for which each of the RWE Projects were withdrawn, and explained the requirements in the Tariff and the DMDG underlying those deficiencies.¹⁷ As such, withdrawal of the RWE Projects was just and reasonable. The Commission recently affirmed its longstanding practice of “allow[ing] 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.”¹⁸ Here, as in *Oklo*, PJM exercised its engineering judgment in withdrawing the RWE Projects from Cycle 01, and RWE has not met its burden to demonstrate that a different outcome is warranted for the RWE Projects.

The Commission should also dismiss RWE’s claims that the Livingston Project was withdrawn on a “new theory” based on “after-the-fact justifications.”¹⁹ PJM’s explanation of its site control requirements, particularly with respect to demonstrations of conveyance and exclusivity, simply demonstrates the practical realities underpinning PJM’s requirement that two or more New Service Requests sharing the same Site may not be submitted by the same legal entity.²⁰ PJM’s explanation does not “impose new

¹⁷ See Complaint Answer at 13-17 (explaining deficiencies and withdrawals of RWE Projects), 20-22 (outlining site control and Dynamic Model Development Guidelines (“DMDG”) deficiencies for the Livingston Project), 22-24 (outlining DMDG modeling deficiencies for the BESS Projects).

¹⁸ *Oklo Inc. v. PJM Interconnection, L.L.C.*, 196 FERC ¶ 61,231, at P 44 (2026) (“*Oklo*”).

¹⁹ RWE Answer at 3.

²⁰ Complaint Answer at 20.

site control requirements,”²¹ it simply contextualizes how the Livingston Project failed to meet them.

The Complaint Answer is clear: the Livingston Project was withdrawn because it failed to cure the deficiencies identified in the deficiency notice, namely (1) the Livingston Project was labeled as a “new generating facility” instead of as an “increase in capability of an existing generating facility” as required; and (ii) failure to conform to the DMDG modeling guidelines for uprates.²² Despite RWE’s claim that it “cured all site control deficiencies and all other deficiencies,” it did not cure these deficiencies and instead simply responded that “this project is not an uprate of C01-1704 and will have its own MPT.”²³ As PJM has explained, for each New Service Request, the Tariff contemplates a single Project Developer proposing a single “Generating Facility,” which “consists of one or more generating unit(s) . . . which usually can operate independently.”²⁴ Thus, when the same legal entity (i.e., Project Developer) submits multiple New Service Requests proposing use of the same Site, PJM evaluates them as a single Generating Facility, with the first submission as the “base” project, and subsequent submissions as “uprates” to the base project.²⁵ Despite clarifying this requirement, RWE insisted on maintaining the Livingston Project as a separate Generating Facility pursuant

²¹ RWE Answer at 13.

²² Complaint Answer at 15 (citing Complaint at Attachment D (C01-1705 Deficiency Notice)).

²³ Complaint at Attachment N, Item 2 (quoting RWE’s deficiency response).

²⁴ Tariff, Part VIII, Subpart A, section 400 (Definitions G) (defining Generating Facility); Complaint Answer at 7.

²⁵ Tariff, Part VIII, Subpart A, section 402(A)(6); Complaint Answer at 7-8. *See also PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-2199-000 (July 9, 2025) (accepting shared facilities structure); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-1997-000 (June 12, 2025); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-358-000 (Jan. 2, 2025); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-929-000 (Mar. 14, 2024); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-766-000 (Mar. 1, 2023).

to its “standard development structure,” and it did not submit the combined dynamic model as required by the DMDG.²⁶ The Application for the Livingston Project was therefore properly withdrawn.

C. RWE’s Request for Reinstatement Will Delay Cycle 01 and Future Cycles.

RWE rejects PJM’s concerns regarding the cascading effects of reinstatement of the RWE Projects into Cycle 01 as “overstated” and “speculative.”²⁷ The Commission should not be swayed by RWE’s casual dismissal. Inserting the RWE Projects into the Cycle 01 Base Case Model at this stage would not only delay Cycle 01 by up to two months, but could also change outcomes for other Cycle 01 projects. The 30-day period to review the Base Case model has ended and PJM currently is running the Phase I study. Now that Phase I has begun, it is too late for Project Developers to withdraw from Cycle 01. If PJM must rebuild and repost its model to include the RWE Projects, certain Project Developers may conclude that they should have withdrawn before Phase I started due to changes to the model spurred by the addition of the RWE Projects that were not previously included. If those Project Developers withdraw due to the changes to the Base Case model caused by insertion of the RWE Projects, they may be required to forfeit their Readiness Deposits, even though they reasonably relied on the model PJM posted on August 28, 2026.²⁸ Alternatively, certain Project Developers that withdrew may conclude that they should not withdraw based on the revised Base Case model. PJM would then need to reinstate those New Service Requests, as the conditions under which

²⁶ Complaint, Attachment T at 2 (response to deficiency number 4).

²⁷ RWE Answer at 16-18.

they withdrew would now be invalid, and the model would again have to be re-run. These potential re-runs would only compound delays to Phase I.

Further, as noted in the Complaint Answer, RWE is not without recourse. It is free to resubmit its New Service Requests for review in a subsequent Cycle or in PJM's Expedited Interconnection Track. Because RWE is free to seek another path for the RWE Projects, and because the harm that would be caused to all other Cycle 01 Project Developers (hundreds of projects that have met all requirements to date and have a reasonable expectation of having their projects evaluated consistent with the current Cycle 01 deadlines) is patently unjust and unreasonable, the Commission should not adopt RWE's proposed remedy.

²⁸ Without an additional 30-day review period, Project Developers may be unable to fully assess the impacts of the model revisions before Phase I begins. Consequently, they may face withdrawal decisions only after a portion of Readiness Deposit 1 has become subject to forfeiture.

III. CONCLUSION

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

Respectfully submitted,

/s/ Elizabeth P. Trinkle

Wendy B. Warren

Andrew T. Swers

Elizabeth P. Trinkle

Wright & Talisman, P.C.

1200 G Street, NW, Suite 600

Washington, DC 20005

(202) 393-1200

warren@wrightlaw.com

swers@wrightlaw.com

trinkle@wrightlaw.com

Craig Glazer

Vice President – Federal Government Policy

PJM Interconnection, L.L.C.

1200 G Street, NW, Suite 600

Washington, DC 20005

(202) 423-4743

craig.glazer@pjm.com

Christopher Holt

Managing Counsel

PJM Interconnection, L.L.C.

2750 Monroe Blvd

Audubon, PA 19403-2497

(610) 666-2368

christopher.holt@pjm.com

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

October 5, 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 Washington, D.C., this 5th day of October 2026.

/s/ Elizabeth P. Trinkle
Elizabeth P. Trinkle
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 393-1200

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