UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

PJM Interconnection, L.L.C. )  Docket No. ER19-664-000

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

Pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) Rules of Practice and Procedure, PJM Interconnection, L.L.C. (“PJM”) respectfully submits this Motion for Leave to Answer and Answer (the “Answer”) to several comments and protests filed on January 11, 2019, in response to PJM’s December 21 Filing in the above-captioned proceeding.

I. MOTION FOR LEAVE TO ANSWER

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

4 18 C.F.R. § 385.213(a)(2).
clarifies the issues,\textsuperscript{6} assures a complete record in the proceeding,\textsuperscript{7} provides information helpful to the disposition of an issue,\textsuperscript{8} or permits the issues to be narrowed.\textsuperscript{9}

This Answer satisfies each of these criteria, and accordingly the Commission should grant leave and accept this Answer.

\textbf{II. ANSWER}

As PJM noted in its December 21 Filing, the reforms proposed in this proceeding were endorsed by the PJM Markets and Reliability Committee (“MRC”) by a sector-weighted vote of 3.77/5.00, and by the PJM Members Committee (“MC”) by a sector-weighted vote of 4.26/5.00.\textsuperscript{10} In this Answer, PJM seeks to address specific concerns raised by four of the six total parties that filed supportive comments and/or protests in this proceeding—PJMICC, the IMM, Direct Energy, and P3.

\textit{A. The Reforms Proposed in the December 21 Filing Are Separate and Distinct from PJM’s Capacity Performance Construct.}

PJMICC, the IMM, and Direct Energy express reservations about the reforms proposed in PJM’s December 21 Filing and their potential interrelationship with PJM’s Capacity Performance rules.\textsuperscript{11} To be clear, PJM’s proposal concerns the creation of an avenue for generators to seek recovery of costs incurred as a result of \textit{PJM} issuing an Operating

\begin{itemize}
\item \textsuperscript{6} See, e.g., \textit{Entergy Servs. Inc.}, 126 FERC ¶ 61,227 (2009).
\item \textsuperscript{7} See, e.g., \textit{Pac. Interstate Transmission Co.}, 85 FERC ¶ 61,378 at P 62,443 (1998), \textit{reh’g denied}, 89 FERC ¶ 61,246 (1999); \textit{Morgan Stanley Capital Group, Inc. v. N.Y. Indep. Sys. Operator, Inc.}, 93 FERC ¶ 61,017, 61,036 (2000) (accepting an answer that was “helpful in the development of the record . . . ”).
\item \textsuperscript{8} See, e.g., \textit{CNG Transmission Corp.}, 89 FERC ¶ 61,100, 61,287, n.11 (1999).
\item \textsuperscript{10} December 21 Filing at 5.
\item \textsuperscript{11} PJMICC Comments at 5-6; IMM Comments at 5-7; Direct Energy Protest at 5-7.
\end{itemize}
Instruction\(^{12}\) in response to gas contingencies that threaten aggregate reliability of the PJM system, not costs associated with individual generator performance. As a North American Electric Reliability Corporation ("NERC")-registered Reliability Coordinator ("RC"), Balancing Authority ("BA"), and Transmission Operator ("TOP"), PJM is required by federal law to maintain compliance with all applicable Commission-approved mandatory reliability standards at all times,\(^ {13}\) and, pursuant to those requirements, take actions when necessary to maintain the reliability of the system facilities under its operational control, including specifically issuing a non-market-based Operating Instruction to generators if warranted.\(^ {14}\) In the exceptionally rare circumstance when extreme operating conditions would require PJM to initiate the coordination procedures in Manuals 03 and 13 for gas contingencies, the determination as to whether or not a specific generator would be instructed to switch its fuel type or fuel source will be made on the basis of gas infrastructure contingencies that threaten system reliability, and not on the actual


\(^{13}\) 16 U.S.C. § 824o(b)(1) (2017) ("All users, owners and operators of the bulk-power system shall comply with reliability standards that take effect under this section."); 18 C.F.R. § 40.2(a) ("Each applicable user, owner or operator of the Bulk-Power System must comply with Commission-approved Reliability Standards developed by the Electric Reliability Organization."); Rule 401(2), NERC Rules of Procedure (Jul. 19, 2018) ("[A]ll Bulk Power System owners, operators, and users, Regional Entities, and NERC, are required to comply with all approved NERC Reliability Standards at all times.").

\(^{14}\) See, e.g., IRO-001-4, R1 ("Each RC shall act to address the reliability of its Reliability Coordinator Area via direct actions or by issuing Operating Instructions."); TOP-001-4, R1 ("Each TOP shall act to maintain the reliability of its Transmission Operator Area via its own actions or by issuing Operating Instructions"); TOP-001-4, R2 ("Each BA shall act to maintain the reliability of its Balancing Authority Area via its own actions or by issuing Operating Instructions."); TOP-001-4, R11 ("Each TOP shall not operate outside any identified Interconnection Reliability Operating Limit (IROL) for a continuous duration exceeding its associated IROL T,;"); TOP-001-4, R12 ("Each TOP shall operate to the most limiting parameter in instances where there is a difference in SOLs."); VAR-001-5, R3 ("Each TOP shall operate or direct the Real-time operation of devices to regulate transmission voltage and reactive flow as necessary."); IRO-009-2, R3 ("Each RC shall act or direct others to act so that the magnitude and duration of an IROL exceedance is mitigated within the IROL’s T, as identified in the Reliability Coordinator’s Real-time monitoring or Real-time Assessment."); IRO-009-2, R4 ("Each RC shall operate to the most limiting IROL and T, in instances where there is a difference in an IROL or its T, between Reliability Coordinators that are responsible for that Facility (or group of Facilities)."); EOP-11-1, R2 ("Each BA shall develop, maintain, and implement one or more Reliability Coordinator-reviewed Operating Plan(s) to mitigate Capacity Emergencies and Energy Emergencies within its Balancing Authority Area. The Operating Plan(s) shall include the following, as applicable . . .

Processes to prepare for and mitigate Emergencies including . . . Managing generating resources in its Balancing Authority Area to address . . . fuel switching capabilities.").
performance of the individual generator at that particular time. In other words, the predicing contingency and operational directive from PJM that would lead a generator to use the cost-recovery avenue proposed in PJM’s December 21 Filing exist independently and without regard to the generator’s ability to perform based upon its desired fuel source in response to market-based incentives, and is therefore by definition exogenous from the Commission’s primary policy basis for approving Capacity Performance, which was that “capacity must carry with it meaningful performance obligations, and corresponding incentives and penalties, to ensure that those resources actually deliver when needed.”¹⁵

PJMICC, the IMM, and Direct Energy also contend that PJM’s proposal will somehow shift risk currently allocated to generation resources under Capacity Performance to customers.¹⁶ PJM agrees that Capacity Performance was intended to ensure that the risk of generator non-performance was borne by the generator and that in return, generators could account for such risk in their offers either through the increased default offer cap, or through a unit-specific cap if their costs were above the default. However, as stated above, PJM’s proposal in this proceeding is not related to a generator’s performance. Rather, an Operating Instruction to switch fuels would be based PJM’s assessment of a gas pipeline contingency that could threaten reliability of the PJM system, and would be undertaken in coordination with affected pipelines.¹⁷ A generator may be meeting its Capacity Performance obligations by delivering energy based on purchases from a particular pipeline, but larger pipeline contingency conditions may make it necessary for PJM to direct that an alternative fuel or fuel source be utilized. For example, assume a generator that is a PJM Capacity Resource has made arrangements for firm natural gas supply and delivery, and has

¹⁶ PJMICC Comments at 5-6; IMM Comments at 5-7; Direct Energy Protest at 5-7.
met its Capacity Performance requirements to be available for scheduling and dispatch by PJM and to follow PJM’s dispatch instructions. If PJM has received a credible threat to the physical pipeline on which that delivery relies, and PJM therefore needs the Capacity Resource to switch to either an alternate fuel or an alternate pipeline at additional cost to the generator on the basis of an increased risk to the larger PJM system of the potential loss of that pipeline and the generators connected to it, such cost to the generator is not recoverable under the Capacity Performance rules.

Contrary to Direct Energy’s concern that PJM is somehow seeking to manage fuel supply and risk for the particular generators impacted by a gas contingency-related Operating Instruction to switch fuel supply or source, PJM simply seeks to take the actions necessary when it has larger awareness of the Bulk Electric System reliability than an individual generator. PJM believes that its efforts in the area of gas-electric coordination, communication, and anticipation have been productive, and PJM anticipates instances in which it will have larger situational awareness of aggregate Bulk Electric System reliability than an individual generator. Again, PJM’s proposal simply creates an avenue for generators to seek recovery of their costs incurred as a direct result of following a PJM Operating Instruction towards gas contingency switching to maintain system reliability, and accordingly the information that PJM uses to develop the contingencies that would lead a generator to utilize the cost-recovery mechanism proposed in PJM’s December 21 Filing (e.g., contingency analysis) by definition are not available to individual generators. Regardless, Direct Energy’s concern misses the mark because even if PJM and the generator have the same information, PJM may take actions or issue an Operating Instruction for the benefit the system operations.19

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18 Direct Energy Comments at 8.
19 Supra n. 14.
B. PJM’s Gas Contingency Operating Procedures are Properly Located in the PJM Manuals.

Citing the “rule of reason,” Direct Energy argues that PJM’s stakeholder-approved gas contingency operating procedures should be included in PJM’s Tariff and Operating Agreement, instead of PJM Manuals 03 (Transmission Operations) and 13 (Emergency Operations), and that PJM’s proposal should be rejected “because it fails to include the protocols PJM will use to direct generators to switch fuel supply that will result in increased costs to customers.”

In the specific context of operating procedures, the Commission has explained that “[t]he issue of whether operating procedures must be filed under section 205 is subject to a rule of reason, which governs the types of documents that must be filed for Commission approval,” and that “only those that significantly affect rates and services fall within the directive of section 205(c) of the FPA.”

Direct Energy states that PJM’s gas contingency operating procedures are “reasonably susceptible to specification,” and should therefore be included in PJM’s Tariff and Operating Agreement under the rule of reason. This is incorrect. The procedures in question are operating procedures, to be implemented for the explicit purpose of preserving reliability, and accordingly PJM requires some degree of flexibility regarding their operational implementation and possible revision to account for considerations and circumstances that are not currently known, and, by extension, are not “reasonably susceptible to specification.” To this point, PJM noted in its December 21 Filing that “[d]ue to the fluidity of this coordination based on varying and unknown operational circumstances, the Manuals were a better forum to incorporate these procedures (as opposed to the Tariff or Operating Agreement) so that they could be revised by

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22 Direct Energy Protest at 12.
PJM stakeholders from time to time as warranted, without necessitating a separate FPA Section 205 filing with the Commission.”

The Commission has previously declined to require the filing of terms and conditions that could inhibit the flexibility of a Regional Transmission Organization or Independent System Operator (“RTO/ISO”) to act to preserve reliability on its system. For example, in *Big Sandy v. PJM*, the complainant argued that PJM was required by the Commission’s rule of reason to file tariff provisions defining its authority to make entire classes of resources ineligible to provide Tier 1 Synchronized Reserve. The Commission rejected this argument on the grounds that requiring PJM to do so would limit PJM’s ability to act to preserve reliability. Similarly, in *MISO*, the Commission rejected claims that MISO’s failure to include certain transfer limits in its tariff would allow MISO to adjust those limits to the detriment of certain customers, finding that including the transfer limits in MISO’s tariff “could hinder MISO’s ability to respond to various operational circumstances, such as emergency conditions, that could require changes to those limits to maintain reliability.” The Commission found that “it is appropriate for MISO to have discretion to respond to operational circumstances related to reliability concerns.” The circumstances are no different here with respect to PJM’s gas contingency operating procedures.

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23 December 21 Filing at n. 22.

24 *Big Sandy Peaker Plant, LLC v. PJM Interconnection, L.L.C.*, 154 FERC ¶ 61,216 (2016) ("*Big Sandy v. PJM*").

25 Specifically, the Commission found that “there are innumerable, reliability-related reasons to deselect a generating resource for any given hour, and all of those specific, reliability-related reasons are not “realistically susceptible of specification” in a tariff.” *Id.* at P 50. The Commission concluded that “requiring PJM to set forth in the PJM Tariff an exclusive list of all specific, reliability-related reasons that could result in the deselection of a generating resource from Tier 1 Synchronized Reserve would necessarily limit PJM to those tariff criteria, and could compromise PJM’s ability to respond to changes in operations or characteristics of the PJM system, a class of generating resources, or individual generating resources.” *Id.*


27 *Id.* at P 37.

28 *Id.*
Direct Energy also cites to *ANP v. ISO-NE* for the inferential proposition that “[t]he rule of reason . . . applies to practices previously found to be acceptable for a business practice manual but later found to be significant enough to include in a tariff.” This precedent is inapposite. In that case, ISO New England Inc. (“ISO-NE”) and the New England Power Pool (“NEPOOL”) adopted changes to certain operating procedures in response to a cold weather event in January, 2004. The Commission found that the revised operating procedures should be filed under FPA section 205 because “[t]he revisions could affect compensation that generators receive under Market Rule 1 by limiting the circumstances under which they can declare economic outages.” The procedures that the Commission determined should be filed under the “rule of reason” in *ANP v. ISO-NE* are entirely different from PJM’s gas contingency operating procedures at issue in this proceeding. The Commission found in *ANP v ISO-NE*, the ISO-NE procedures were fundamentally market-oriented, and the Commission accordingly determined that they should be filed because they “could affect compensation that generators receive under Market Rule 1 by limiting the circumstances under which they can declare economic outages.”

By contrast, the procedures at issue in this proceeding—the gas contingency sections of Manuals 03 (Transmission Operations) and 13 (Emergency Operations)—are operational protocols initiated and implemented with the sole focus of maintaining physical reliability of the PJM system during extraordinary operational circumstances. Accordingly, the rationale for requiring that the operating procedures in *ANP v. ISO-NE* be filed is simply not present in this proceeding.

Moreover, Direct Energy’s statement that “PJM’s decision to order a customer to switch to an alternative fuel type or alternative fuel source will result in a change in rates and increased

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29 Direct Energy Protest at 12.
30 *ANP v. ISO-NE* at P 23.
31 *ANP v. ISO-NE* at P 23.
costs to customers” is simply incorrect.\textsuperscript{32} Under PJM’s proposal, the utilization of PJM’s gas contingency operating procedures to coordinate switching of fuel type or fuel source during an emergency is not by itself sufficient to recover a generator’s Gas Contingency Switching Costs. As PJM noted in its December 21 Filing, under the Tariff and Operating Agreement revisions proposed by PJM, “a Market Seller would have the approved rate mechanism to \textit{seek such recovery} of its specific costs, \textit{by submitting an individuated FPA section 205 filing for Commission determination.}”\textsuperscript{33} While PJM’s proposal identifies and specifically categorizes Gas Contingency Switching Costs so as to provide statutorily-compliant prior notice of their existence,\textsuperscript{34} the Commission still retains the ability to review, accept, or reject any specific costs that a Market Seller submits in the full transparency of an FPA section 205 proceeding.

\textbf{C. The Commission is the Proper Forum to Determine Gas Contingency Switching Costs.}

P3 states that it “generally supports PJM’s proposal and the methodology by which a generator would be allowed to recover its costs,” but proposes alternatively that PJM (as opposed to the Commission) make the Gas Contingency Switching Costs recovery determination based on data provided to it by the Market Seller, and “[i]f the market seller is aggrieved by that determination, then and only then should the dispute be adjudicated at FERC.”\textsuperscript{35} For its part, PJMICC supports PJM’s proposal that a request for cost recovery be filed with the Commission, but states that if the Commission instead orders cost recovery through a formula rate mechanism

\textsuperscript{32} Direct Energy Protest at 11.
\textsuperscript{33} December 21 Filing at 5 (emphasis added).
\textsuperscript{34} 16 U.S.C. § 824d(c).
\textsuperscript{35} P3 Comments at 2, 5.
that PJM would implement, such recovery should be subject to a “dual review” by PJM and the IMM.  

PJM’s proposal, as described in the December 21 Filing, is just and reasonable as filed, and accordingly the Commission need not act on these alternatives. Given the contract/gas tariff-specific nature of some of the costs involved, the extraordinary operational circumstances under which these costs would be incurred, and the general desire for transparency around the review of such costs, the Commission, and not PJM, is the proper forum for these determinations. However, it is important to note that PJM intends to fully participate in any proceeding before the Commission regarding a Market Seller’s recovery of Gas Contingency Switching Costs, so as to provide the Commission with as detailed a record as possible upon which to base its ultimate determination.

D. There is No Need for a Revenue Offset to the Recovery of Gas Contingency Switching Costs.

The IMM states that PJM’s proposal “only includes reimbursing generators for costs incurred as a result of a switching fuel sources,” and that PJM’s proposal “does not take into account the revenues received by generators,” and “does not include offsetting the costs incurred by generators.” The IMM warns that “this will compensate generators above their costs incurred.”

As indicated above, Gas Contingency Switching Costs are distinct costs incurred by a generator as a result of PJM taking actions to protect system reliability during extraordinary operating circumstances. These costs are separate and distinct from revenues received in the

36 PJMICC Comments at 4-5.
37 Moreover, under P3’s proposed alternative, the case would end up before the Commission in the event that an interested party (e.g. a customer) wanted to challenge PJM’s cost determination.
38 IMM Comments at 9.
39 Id.
regular course of business through PJM’s markets. Due to the nature of Gas Contingency Switching Costs, Generators have no way of knowing when these costs will be incurred, or to what extent, and accordingly cannot accurately price these costs into their offers for services.\textsuperscript{40}

In the event that there was the potential for any kind of double recovery due to a particular circumstance, and an offset was warranted, the Commission could make that determination in the requisite FPA section 205 filing under PJM’s proposal.

\textbf{E. PJM’s Proposal Does Not Unreasonably Infringe on Gas-Electric Coordination or Gas Market Related Contracts}

PJMICC and the IMM express concern over the impact to natural gas-related markets and contractual rights, in the event that PJM coordinates the switching of fuel type or source pursuant to its gas contingency operating procedures.\textsuperscript{41} As described in PJM’s December 21 Filing, this action would only be necessary “during extraordinary operational circumstances”\textsuperscript{42} so that PJM could maintain compliance with applicable NERC reliability standards and preserve reliability of the PJM system. However, if such switching for specific generators were ever necessary, the fact that such actions may have some impact on natural gas-related markets and contracts does not make PJM’s proposal unjust and unreasonable. PJM will take actions necessary to safeguard the reliability of its system, pursuant to its federally-mandated requirements as a NERC-registered RC, BA, and TOP.\textsuperscript{43} The issue presented to the Commission in this electric rate FPA

\textsuperscript{40} See, e.g., \textit{Old Dominion Elec. Coop.}, 151 FERC ¶ 61,207 (2015) ("We find that the relief sought by ODEC is prohibited by the filed rate doctrine and rule against retroactive ratemaking. In this case, ratepayers had not received any prior notice of ODEC’s requested relief, which was sought roughly five months after the events in question . . . Moreover, we find that cognizable harm would result as PJM stakeholders would be assessed additional charges for which they were not given notice."). See also \textit{Old Dominion Elec. Coop.}, 154 FERC ¶ 61,155 (2016); \textit{Old Dominion Elec. Coop. v. FERC}, 892 F.3d 1223 (D.C. Cir. 2018); \textit{Duke Energy Corp.}, 151 FERC ¶ 61,206 (2015); \textit{Duke Energy Corp.}, 154 FERC ¶ 61,156 (2016); \textit{Duke Energy Corp. v. FERC}, 892 F.3d 416 (D.C. Cir. 2018).

\textsuperscript{41} PJMICC Comments at 6-8; IMM Comments at 7-8.

\textsuperscript{42} December 21 Filing at 5.

\textsuperscript{43} To the extent possible, PJM will also coordinate with relevant parties in the natural gas industry to ensure any switching does not cause or exacerbate adverse impacts on gas infrastructure.
section 205 proceeding is whether or not Market Sellers should have an avenue to recover their costs in the event that PJM must take such actions to maintain reliability. The Commission has previously found recovery of costs incurred at the direction of RTOs/ISOs to respond to critical reliability needs appropriate.

F. Economics and Cost Minimization Are a Consideration in PJM’s Decision to Issue an Operating Instruction.

PJMICC states that “[d]ue to the emergency nature of PJM’s issuance of an Applicable Operating Instruction to switch fuel type or fuel supply and the inability of PJM’s dispatch application to consider costs that a generation owner would seek to recover in its security-constrained economic dispatch under PJM’s Proposal, it cannot be presumed that PJM’s operational decision in issuing its Applicable Operating Instruction to a specific generator or specific set of generators necessarily reflects the most economic option.” As stated above, PJM’s first and foremost priority is to preserve reliability on the PJM system. However, PJM clarifies that economics, cost minimization, and other feedback it receives from an affected generator during the coordination process under Manuals 03 and 13 will be a factor that PJM considers prior to the issuance of any Operating Instruction.

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44 PJM notes that to the extent the “underburn” costs identified by Duke/EKPC are penalties (see Duke/EKPC comments at 5-7), Market Sellers would be able to seek their recovery under PJM’s proposal.

45 See, e.g., Dominion Energy Mrkt., 143 FERC ¶ 61,233 at PP 25-26 (2013) (“Pursuant to the Commission’s authority under section 206 of the FPA, we find that ISO-NE’s existing tariff . . . is unjust, unreasonable, unduly discriminatory or preferential, because it does not provide resources an adequate opportunity to recover costs incurred to comply with ISO-NE directives to ensure reliability in instances when their supply offers were not mitigated. In situations such as the one Dominion experienced on February 8 and 9, despite complying with ISO-NE’s directives to maintain reliability, resources could suffer significant financial loss in unrecovered costs. The Commission finds that this outcome for resources called upon to respond to critical reliability needs is unjust and unreasonable. Therefore, pursuant to our authority under section 206 of the FPA, we direct ISO-NE to submit tariff revisions which allow resources to submit a section 205 filing for cost recovery, including fuel and variable operation and maintenance costs for the resource, in circumstances where for reliability reasons a resource is dispatched: (1) beyond its day-ahead schedule, where there is no opportunity to refresh the offer price to reflect current costs; or (2) after the results of the day-ahead market schedule are published, where the resource did not receive a day-ahead market schedule.”).

46 PJMICC Comments at 8-9.
G. Direct Energy’s Statement that PJM’s Gas Contingency Operating Procedures Were Considered without Any Discussion of Cost Allocation is False.

Referencing the PJM stakeholder process to develop the gas contingency operating procedures, Direct Energy states that:

It is also important to note that stakeholders did not object to adding language to the PJM Manuals to enable PJM to have this discretion. However, the proposal was considered in a vacuum without any discussion of cost allocation. In fact, PJM charged members to examine cost allocation after the PJM Manual changes were put in place. It was at this point that it became apparent what the full impact of the PJM Manual proposal was, and how it would undermine the very premise of PJM’s Capacity Performance and wholesale market competition in general.  

This statement is false. The revisions to PJM Manuals 03 and 13 establishing the gas contingency operating procedures were endorsed by the MRC on December 21, 2017. Issues associated with compensation for compliance with these procedures were discussed with stakeholders on multiple occasions prior to endorsement by the MRC.

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47 Direct Energy Protest at 10.

48 See, e.g., Minutes of the November 7, 2017 Operating Committee Special Session – Operationalizing Gas Pipeline Contingencies at 1 (“Feedback was solicited on the drafted Manual language in M13 and M3 - Section 5 for operationalizing gas pipeline contingencies. A discussion was held regarding the need for updated manual language regarding increased transparency and potential generator settlement issues.”). Available here: https://www.pjm.com/-/media/committees-groups/committees/oc/20171212/20171212-item-02a-draft-minutes-20171107.ashx; Minutes of the December 12, 2017 Meeting of the Operating Committee at 3 (“Mr. Augustine Caven, PJM, provided an update on PJM’s Operationalizing Gas Pipeline Contingencies efforts. A discussion was held on PJM manual impacts under various scenarios and unit compensation issues. These issues will be discussed at the December 21 Markets & Reliability Committee meeting.”)). Available here: https://www.pjm.com/-/media/committees-groups/committees/oc/20180109/20180109-item-02-draft-minutes-oc-20171212.ashx; Minutes of the December 13, 2017 Market Implementation Committee at 2 (“Mr. Joe Ciabattoni, PJM, and Mr. Augustine Caven, PJM, provided an update on energy market implications associated with the Operationalizing Gas Pipeline Contingencies initiative. Additional information will be presented at the MRC on December 21.”). Available here: https://www.pjm.com/-/media/committees-groups/committees/mic/20171213/20171213-minutes.ashx.
III. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept this Answer, and accept the revisions proposed in PJM’s December 21 Filing consistent with the specifications described therein.

Respectfully submitted,

/s/ Thomas DeVita

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On behalf of
PJM Interconnection, L.L.C.
CERTIFICATE OF SERVICE

I hereby certify that I have, this 30th day of January, 2019, caused a copy of the foregoing document to be served upon each person designated on the official service list compiled by the Secretary in this proceeding.

/s/ Thomas DeVita
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