

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

PJM Interconnection, L.L.C.

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Docket No. ER22-634-000

**ANSWER OF PJM INTERCONNECTION, L.L.C. TO  
PROTEST OF CHICKAHOMINY POWER LLC**

PJM Interconnection, L.L.C. (“PJM”), pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission’s (“Commission”) Rules of Practice and Procedure,<sup>1</sup> hereby moves to answer and answers the January 4, 2022 Protest of Chickahominy Power LLC (“Chickahominy”) in this proceeding.<sup>2</sup> The Commission should reject the Chickahominy Protest and accept PJM’s cancellation of the Chickahominy Interconnection Service Agreement (“Chickahominy ISA”) for failure to meet milestones. The Chickahominy Protest is an attempt by Chickahominy to maintain its natural gas-fueled generation project (the “Chickahominy Project”) in the PJM interconnection queue, despite missing project milestones and proposing no viable path forward. The Chickahominy Project has been in the PJM interconnection queue since October 2016 and has made virtually no progress, even after Chickahominy exercised its one-year suspension rights. Rather than re-enter the interconnection queue when it is actually ready, Chickahominy instead seeks to further extend its milestones beyond the bounds established by PJM’s

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<sup>1</sup> 18 C.F.R. §§ 385.212 and 385.213 (2021).

<sup>2</sup> *PJM Interconnection, L.L.C.*, Motion to Intervene and Protest of Chickahominy Power LLC, Docket No. ER22-634-000 (Jan. 4, 2022) (“Chickahominy Protest”).

Open Access Transmission Tariff (“Tariff”) and the terms of the Chickahominy ISA. The Commission should reject the Chickahominy Protest, because Chickahominy does not demonstrate that PJM’s notice of cancellation is inconsistent with the Tariff or Chickahominy ISA, or is not otherwise just and reasonable. Further, accepting the Chickahominy Protest would exacerbate the “queue squatting” problem that has contributed to the interconnection queue backlog that impacts many projects. PJM is in the process of finalizing reforms to the interconnection queue process that will significantly address interconnection queue delays, and the Chickahominy Protest would take the queue in the wrong direction.

## **I. MOTION FOR LEAVE TO ANSWER**

PJM seeks leave to answer the Chickahominy Protest. Although Commission Rule 213(a)(2) does not generally permit answers to protests,<sup>3</sup> the Commission permits answers for good cause shown, such as when an answer contributes to a more accurate and complete record or provides useful information that assists the Commission’s deliberative process.<sup>4</sup> This answer will aid the Commission’s decision-making process, and it contributes to a more accurate and complete record. PJM therefore asks the Commission to accept this answer.

## **II. BACKGROUND**

Chickahominy entered the PJM interconnection queue on October 26, 2016, and

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<sup>3</sup> 18 C.F.R. § 385.213(a)(2) (2021).

<sup>4</sup> See *Commonwealth Edison Co.*, 167 FERC ¶ 61,071, at P 141 (2019) (accepting answers to protests despite Rule 213(a)(2) of the Commission’s Rules of Practice and Procedure “because they have provided information that assisted [the Commission] in the decision-making process”); *PJM Interconnection, L.L.C.*, 154 FERC ¶ 61,217, at P 100 (2016) (same).

signed the Chickahominy ISA on September 3, 2019. Chickahominy suspended the Chickahominy Project on December 20, 2019, and ended suspension one year later. After ending suspension, throughout 2021, Chickahominy made little progress on the Chickahominy Project, as detailed in the attached affidavit of Collin Edgar-Smith.<sup>5</sup> On November 11, 2021, PJM notified Chickahominy of its breach for failure to satisfy the Chickahominy ISA, section 6.1 milestone for substantial site work completed. Chickahominy failed to cure the breach, resulting in default and PJM's December 14, 2021 notice of cancellation<sup>6</sup> under Chickahominy ISA, Appendix 2, sections 16.1.3 and 16.3. On January 4, 2022, Chickahominy protested PJM's notice of cancellation.<sup>7</sup>

### **III. ANSWER**

The Commission should reject the Chickahominy Protest, because PJM's cancellation of the Chickahominy ISA is fully consistent with the plain terms of the Tariff and the Chickahominy ISA.<sup>8</sup> Moreover, PJM's cancellation of the Chickahominy ISA is fully supported by the relevant facts and circumstances. PJM cancelled the Chickahominy ISA because Chickahominy failed to meet its milestones. PJM declined to extend those milestones because Chickahominy has demonstrated no diligence or meaningful progress

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<sup>5</sup> Ex. A, Affidavit of Collin Edgar-Smith ("Edgar-Smith Aff.").

<sup>6</sup> *PJM Interconnection, L.L.C.*, Cancellation of Service Agreement No. 5493, Queue No. AC1-107 (Dec. 14, 2021).

<sup>7</sup> *See n.2, supra.*

<sup>8</sup> *See generally ISO New England Inc.*, 178 FERC ¶ 61,001 (2022) (*Killingly*); *PJM Interconnection, L.L.C.*, 170 FERC ¶ 61,087; *order on reh'g*, 172 FERC ¶ 61,231 (2020) (*Stonegate*); *PJM Interconnection, L.L.C.*, 162 FERC ¶ 61,243, *reh'g denied*, 164 FERC ¶ 61,206 (2018) (*Moncada NJ Solar*); *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,172 (2016), *order denying reh'g*, 161 FERC ¶ 61,077 (2017) (*Merricourt*).

on the Chickahominy Project since entering the queue in October 2016 and exercising a year of suspension ending December 18, 2020.<sup>9</sup> Further, as detailed in the attached affidavit of Mark Sims,<sup>10</sup> allowing the Chickahominy Project to dwell uncertainly in PJM’s interconnection queue would harm other Interconnection Customers,<sup>11</sup> the broader queue, and forward planning.<sup>12</sup> To be clear, PJM is not oblivious to the challenges associated with the timely development of a project of this type. However, although PJM has discretion to reasonably extend project milestones in some circumstances, those circumstances do not exist here.

Tariff, Part VI, Subpart B, section 212.5 (“Section 212.5”) provides that PJM “may reasonably extend any such milestone dates (including those required in order to proceed with an Interconnection Service Agreement) in the event of delays not caused by the Interconnection Customer, such as unforeseen regulatory or construction delays that could not be remedied by the Interconnection Customer through the exercise of due diligence.” The Commission has recognized that Section 212.5 provides PJM the option to extend milestone dates, but does not require that PJM do so.<sup>13</sup>

Chickahominy has made no demonstration that PJM violated the terms of its Tariff or filed rate by declining to extend the Chickahominy ISA milestone dates. It is undisputed that Chickahominy did not meet its milestone to complete at least twenty percent of project

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<sup>9</sup> See generally Edgar-Smith Aff.

<sup>10</sup> Ex. B, Affidavit of Mark Sims (“Sims Aff.”).

<sup>11</sup> Capitalized terms not defined herein have the meaning set forth in the Tariff.

<sup>12</sup> Sims Aff. at PP 5-11.

<sup>13</sup> *Stonegate*, 170 FERC ¶ 61,087, at P 33; 172 FERC ¶ 61,231, at PP 20, 28, 33.

site construction by November 1, 2021, under Chickahominy ISA, section 6.1. When Chickahominy failed to meet that milestone, PJM provided Chickahominy with a notice of breach on November 11, 2021, in accordance with the Tariff. Chickahominy failed to cure, resulting in default and PJM’s December 14, 2021 notice of cancellation. While none of the foregoing facts are in dispute, Chickahominy nonetheless charges PJM with “willful disregard”<sup>14</sup> and “manufactur[ing] this cancellation,”<sup>15</sup> simply because PJM followed its Tariff and exercised its reasonable discretion not to extend the Chickahominy ISA milestone dates, because those requested extensions would have been unreasonable and contrary to the public interest under the circumstances.

Chickahominy could re-enter the interconnection queue when the Chickahominy Project is ready. Instead, Chickahominy wants to “pause”<sup>16</sup> the Chickahominy Project in PJM’s already congested interconnection queue in an area that has many other projects seeking to interconnect, while Chickahominy pursues a revised development scope with a highly uncertain timeline. In particular, Chickahominy requests a time out while it attempts to secure natural gas at the site of its planned 1600 MW natural gas-fueled generating facility, which has been under development since at least October 2016.<sup>17</sup> According to Chickahominy, the Chickahominy Project is fuel stranded, or has become fuel stranded,<sup>18</sup> thus requiring the development, construction, and ownership, through a Chickahominy

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<sup>14</sup> Chickahominy Protest at 1, 9.

<sup>15</sup> *Id.* at 9.

<sup>16</sup> Chickahominy Protest at 2, 5-6, 15-16.

<sup>17</sup> Chickahominy submitted an Interconnection Request to PJM, for the Chickahominy Project, on October 26, 2016.

<sup>18</sup> Chickahominy Protest at 5, 16-17.

affiliate, of a dedicated natural gas pipeline stretching some 80 miles across several Virginia counties and impacting hundreds of landowners.<sup>19</sup> Chickahominy would ask PJM, the Interconnected Transmission Owner, and others<sup>20</sup> to accommodate this time out, while Chickahominy belatedly<sup>21</sup> attempts to secure natural gas for the Chickahominy Project.

**A. PJM Correctly Applied the Suspension Provisions of the Tariff.**

Chickahominy claims that PJM incorrectly applied the suspension provisions of the

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<sup>19</sup> See *Petition of Chickahominy Pipeline, LLC*, Petition for Declaratory Judgment and Request for Expedited Consideration, Case No. PUR-2021-00211, Virginia State Corporation Commission at 6, 19 (Sep. 3, 2021) (Requesting a declaratory judgment that Chickahominy Pipeline, LLC (“Chickahominy Pipeline”) does not need Virginia State Corporation Commission (“VSCC”) approval to construct the pipeline, and further requesting expedited consideration because of the upcoming five-year expiration, on May 8, 2023, of the certificate of public convenience and necessity (CPCN) for the Chickahominy Project); See also *Petition of Chickahominy Pipeline, LLC*, Final Order, Case No. PUR-2021-00211, Virginia State Corporation Commission at 8 (Dec. 22, 2021) (finding that Chickahominy Pipeline is a public utility under Virginia law, and therefore is subject to the CPCN requirement for the proposed pipeline). Chickahominy asserts, apparently without regard for the Chickahominy ISA milestones and other considerations, that the development timeline for the Chickahominy Project accommodates the time required to complete a pipeline CPCN proceeding before the VSCC. See Chickahominy Protest at n.13.

<sup>20</sup> Sims Aff. at PP 5-11.

<sup>21</sup> See Section 212.5. (“*In order to proceed with an Interconnection Service Agreement ... a Generation Interconnection Customer must demonstrate that it has (i) entered a fuel delivery agreement and water agreement, if necessary, and that it controls any necessary rights-of-way [“ROW”] for fuel and water interconnections ...*” (emphasis added)). As with other project milestones, PJM may reasonably extend those Section 212.5 milestones required in order to proceed with an Interconnection Service Agreement. However, Chickahominy executed the Chickahominy ISA on September 3, 2019, and Chickahominy still has no fuel delivery agreement and necessary ROW. Further, Chickahominy has missed the November 1, 2021 milestone under Chickahominy ISA, section 6.1 for substantial site work completed, as already extended by one year from the original date of November 1, 2020.

Tariff,<sup>22</sup> but that claim belies the plain language of the Tariff and PJM's adherence thereto.

1. PJM Properly Limited Chickahominy's Cumulative Suspension Rights to One Year, and Correctly Followed the Tariff when Declining to Revisit the Prior Suspension Determination.

Upon Chickahominy's request to enter suspension, PJM evaluated the material impacts of a suspension on other Interconnection Requests, taking into account various factors including the Chickahominy Project's large size and its location in a highly congested area. Based on that evaluation, PJM limited the Chickahominy Project's suspension to a cumulative duration of one year.<sup>23</sup>

Chickahominy claims that PJM should have considered Chickahominy's August 2021 request for additional suspension rights.<sup>24</sup> However, in declining to consider that request, PJM correctly applied the language of Tariff, Attachment P, Appendix 2, sections 3.4 and 3.4.2 ("Section 3.4" and "Section 3.4.2," respectively). Section 3.4 allows the Interconnection Customer to suspend the Interconnected Transmission Owner's work for a cumulative period of either one year or three years, depending on the results of PJM's *ex ante* materiality determination:

### **3.4 Suspension**

...

Interconnection Customer shall have the right, upon written notice to Transmission Provider and Interconnected Transmission Owner, to suspend at any time all work by Interconnected Transmission Owner associated with the construction and installation of the Transmission Owner Interconnection Facilities required under an Interconnection Service Agreement or Interconnection Construction Service Agreement, with the condition that,

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<sup>22</sup> Chickahominy Protest at 10-15.

<sup>23</sup> Edgar-Smith Aff. at P 6.

<sup>24</sup> Chickahominy Protest at 12-15.

notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. *This suspension right permits the Interconnection Customer to request one or more suspensions of work for a cumulative period of up to (i) three years if the Transmission Provider determines that such suspension would not be deemed a Material Modification, or (ii) one year if the Transmission Provider determines that such suspension would be deemed a Material Modification.* Interconnection Customer's notice of suspension shall include an estimated duration of the suspension and other information related to the suspension. (Emphasis added).

Based on the materiality determination, PJM allowed Chickahominy cumulative suspension rights of one year, and not three years, beginning on December 20, 2019.<sup>25</sup> Thereafter, PJM's forward planning reflected a cumulative one-year suspension for all relevant purposes. For example, because ISA milestones are extended co-extensively with the length of suspension, PJM's forward planning incorporated the contingency that the Chickahominy Project's milestone dates could be extended by as much as one year.<sup>26</sup>

By December 20, 2020, Chickahominy had exhausted its suspension rights and ended suspension.<sup>27</sup> By ending suspension prior to expiration of the allowed one year, Chickahominy preserved its Interconnection Request under Section 3.4.2,<sup>28</sup> with each of

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<sup>25</sup> Edgar-Smith Aff. at P 6.

<sup>26</sup> See Section 212.5 ("Milestone dates stated in the Interconnection Service Agreement shall be deemed to be extended coextensively with any suspension of work initiated by Interconnection Customer in accordance with the Interconnection Construction Service Agreement.").

<sup>27</sup> Edgar-Smith Aff. at P 8.

<sup>28</sup> See Section 3.4.2 ("In the event Interconnection Customer suspends work by Interconnected Transmission Owner required under an Interconnection Service Agreement or Interconnection Construction Service Agreement pursuant to this Section 3.4, and has not requested Transmission Provider and the Interconnected Transmission Owner to recommence the work required under the applicable agreement(s) on or before the expiration of the time period allowed under this Section 3.4 following commencement of such suspension, the Interconnection



the milestones in the Chickahominy ISA co-extensively extended by one year.<sup>29</sup>

2. Suspension Request “Do Overs” at the End of an Allowed Suspension Duration would Upend Forward Planning and Market Expectations.

Prior to an Interconnection Customer exercising its suspension rights, PJM will perform a one-time materiality determination, *ex ante*, that sets the maximum cumulative duration of those suspension rights at either one year or three years. Here, PJM set the maximum cumulative suspension duration at one year, which PJM clearly communicated to Chickahominy.<sup>30</sup> It is unreasonable, and unsupported by the Tariff, for Chickahominy to expect PJM to discard that *ex ante* determination and perform a “do over” at the end of the maximum one year. To do so would inject substantial uncertainty into the interconnection queue and PJM’s forward planning, both of which thrive on certainty. If PJM’s *ex ante* determination of a maximum suspension duration were nothing more than preliminary, and subject to change, expectations would be substantially undermined. Further, PJM’s administration of the interconnection queue in an efficient and transparent manner would become even more difficult, with PJM potentially overwhelmed with requests to continually loop back to revisit its suspension determinations.

The Chickahominy Protest points to churn in the interconnection queue as justification for additional suspension rights or milestone extensions.<sup>31</sup> The Commission

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Construction Service Agreement and the Interconnection Service Agreement for the Interconnection Request for which Interconnection Customer suspended work shall be deemed terminated as of the end of such suspension time period.”).

<sup>29</sup> See n.26, *supra*.

<sup>30</sup> Edgar-Smith Aff. at P 6.

<sup>31</sup> Chickahominy Protest at 12-15.

should disregard that empty justification, because it is irrelevant to the breach, default, and subsequent cancellation of the Chickahominy ISA, in accordance with the plain terms of the Chickahominy ISA and Tariff. Chickahominy attempts to distract from the true issues with arguments about Network Upgrades and re-studies, which are not germane to this proceeding. Moreover, as a general matter, it would be imprudent for PJM to perform restudies for an Interconnection Customer that has already informed PJM that it will not meet its milestones.<sup>32</sup> Unnecessary and untimely, or premature, re-studies waste PJM resources and introduce uncertainty for those projects in PJM’s interconnection queue that will move forward and meet their milestones.

**B. PJM Reasonably Considered Chickahominy’s Request for a Pause while Chickahominy Attempts to Secure Natural Gas.**

1. Chickahominy did not Demonstrate Due Diligence in Securing a Natural Gas Supply, and Extending the Chickahominy ISA Milestone Dates while Chickahominy Undertakes to Develop Natural Gas Infrastructure Would be an Unreasonable Exercise of PJM’s Discretion.

Chickahominy explains its misplaced reliance on another project in the PJM interconnection queue, AB2-068, to help bring natural gas infrastructure to the area of the Chickahominy Project.<sup>33</sup> The developers of the AB2-068 project, since withdrawn, coordinated with Virginia Natural Gas (“VNG”) and the VSCC on a potential VNG expansion that would serve the AB2-068 project, and from which Chickahominy hoped to benefit. Since entering the PJM interconnection queue in October 2016, Chickahominy’s reliance on that potential VNG expansion comprises the bulk of Chickahominy’s due diligence, or lack thereof, with respect to securing fuel for the Chickahominy Project.

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<sup>32</sup> Edgar-Smith Aff. at PP 7, 11-12, 16.

<sup>33</sup> Chickahominy Protest at 5-6, 16.

As discussed in the Edgar-Smith affidavit, in the midst of Chickahominy's changing circumstances, PJM regularly communicated with Chickahominy for nearly all of 2021.<sup>34</sup> Through regular project calls and frequent interactions with Chickahominy, PJM endeavored to keep itself apprised of project developments. However, PJM's repeated requests for information on fuel arrangements and development progress yielded little more than unfulfilled assurances and continual delays.<sup>35</sup> It was not until October 29, 2021 that Chickahominy shared anything resembling a plan, as discussed more fully below. Upon careful review, in PJM's reasonable judgment, that plan was too thin, aspirational, and speculative to merit milestone extensions, especially given Chickahominy's consistent lack of progress in moving the project forward.

Quite simply, Chickahominy did not meet the test that would qualify the Chickahominy Project for milestone extensions. Again, PJM may reasonably extend project milestones "in the event of delays not caused by the Interconnection Customer, such as unforeseen regulatory or construction delays that could not be remedied by the Interconnection Customer through the exercise of due diligence."<sup>36</sup> However, as Commission precedent in *Killingly*, *Stonegate*, *Moncada NJ Solar*, and *Merricourt* makes clear, PJM is not required to grant milestone extensions, particularly when PJM has correctly followed its Tariff, the applicable test is unmet, and granting extensions would be contrary to the public interest.

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<sup>34</sup> Edgar-Smith Aff. at PP 8-17.

<sup>35</sup> Edgar-Smith Aff. at PP 10-13.

<sup>36</sup> See Section 212.5, discussed *supra*.

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[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[REDACTED]

3. Chickahominy’s Untethered Request for Milestone Extensions Conflicts with PJM’s Tariff Responsibilities and its Management of the Interconnection Queue.

Aside from fuel issues, which were foreseeable, Chickahominy also blamed COVID-19 and the capital markets for its delays, but without support.<sup>37</sup> The pandemic is a relatively recent development to which PJM and others have learned to adjust and adapt. For example, PJM has received a number of pandemic-related force majeure claims, which in some instances have resulted in missed milestones and delays. However, Chickahominy has not claimed force majeure in this instance, nor would the facts as known support such a claim. As to the capital market issues, Chickahominy provides no details. However, unless and until Chickahominy resolves its fuel issues, financing may be out of reach.

Chickahominy’s lack of progress with the Chickahominy Project is unfortunate. However, PJM has broader Tariff responsibilities to consider, including overall management of the interconnection queue. A proposed 1600 MW generation project that will connect at 500 kV occupies substantial “headroom” in PJM’s planning models, and

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<sup>37</sup> Chickahominy Protest at 2.

reduces the headroom available to lower-queued projects.<sup>38</sup> Therefore, maintaining the Chickahominy Project in the interconnection queue, especially in the highly congested Dominion transmission zone, would cause lower-queued projects to require Network Upgrades sooner and more severely than otherwise.<sup>39</sup>

For example, system performance issues documented in the impact study report for the AE2-123 offshore wind generation project result in required system upgrades costing over \$750,000,000. The higher-queued Chickahominy Project utilizes significant headroom on all of the transmission facilities that were subsequently identified as system performance issues for the AE2-123 project. Several of those Chickahominy Project headroom utilizations are over 35% of the rated capability of the impacted transmission facilities, with an average of over 20%.<sup>40</sup>

Currently, the Dominion transmission zone has over 300 lower-queued generation projects that total over 20,000 MW of capacity. With the Chickahominy Project removed, lower-queued generation projects will see an improvement in system headroom and an expected reduction in the scope and cost of system reinforcements required to interconnect. Thus, contrary to Chickahominy's claims, allowing the Chickahominy Project to remain in the interconnection queue will harm lower-queued generation projects by decreasing headroom and generally increasing the scope and cost of system reinforcements for which the lower-queued projects would be responsible.

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<sup>38</sup> Sims Aff. at PP 5-11.

<sup>39</sup> *Id.* at P 5.

<sup>40</sup> *Id.* at P 7.

#### IV. CONCLUSION

For the reasons set forth in this answer, PJM respectfully asks the Commission to reject the Chickahominy Protest and accept PJM's cancellation of the Chickahominy ISA.

Respectfully submitted,

/s/ Jeffrey M. Gray

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January 19, 2022

**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 19th day of January, 2022.

/s/ Daniel Harryman  
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# **EXHIBIT A**

**Affidavit of Mark Sims**

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

PJM Interconnection, L.L.C.

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Docket No. ER22-634-000

**AFFIDAVIT OF MARK SIMS  
ON BEHALF OF PJM INTERCONNECTION, L.L.C.**

1. My name is Mark Sims. My business address is 2750 Monroe Blvd., Audubon, Pennsylvania, 19403. I currently serve as Manager, Interconnection Analysis for PJM Interconnection, L.L.C. (“PJM”).

2. I am submitting this affidavit on behalf of PJM in response to the protest submitted by Chickahominy Power LLC (“Chickahominy”) in the captioned docket (the “Chickahominy Protest”), which requests that the Federal Energy Regulatory Commission (“Commission”) deny PJM’s notice of cancellation of the Interconnection Service Agreement (“ISA”) among PJM, Chickahominy, and Virginia Electric and Power Company (“VEPCO”) designated as Service Agreement No. 5493 (the “Chickahominy ISA”). The Chickahominy ISA is associated with Chickahominy’s proposed 1600 megawatt (“MW”) natural gas-fueled combined cycle generation project in the Dominion Transmission Zone (the “Chickahominy Project”).

3. I joined PJM in 1999 and have held various positions within the company before my current position. I have a Bachelor of Science degree in Electrical Engineering and a Masters of Engineering in Systems Engineering, both from The Pennsylvania State University.

4. My affidavit addresses the claim in the Chickahominy Protest that further extensions of the Chickahominy ISA’s project milestone dates would not harm lower-

queued projects. PJM will not restudy lower-queued projects unless and until the Commission accepts the notice of cancellation of the Chickahominy ISA, and the Chickahominy Project is removed from the PJM interconnection queue and planning models. However, in light of the Chickahominy Protest, I was asked to comment on how the Chickahominy Project remaining in the PJM interconnection queue would impact lower-queued projects.

5. Given the large size of the proposed Chickahominy Project, which has a Maximum Facility Output (“MFO”) of 1600 MW and Capacity Interconnection Rights (“CIRs”) of 1600 MW, it is occupying a significant amount of “headroom” or excess capability on the system that reduces the headroom available to lower-queued projects. The impacts of diminished headroom may not be immediately apparent in the impact studies for the responsible project or for the affected lower-queued projects. However, diminished headroom results in system performance issues and required upgrades for lower-queued projects, which will occur sooner and more severely than they would otherwise.

6. The Chickahominy Project has several remarkable attributes given the proposed parameters. Notably, the Chickahominy Project is located on PJM’s 500 kV system, which is the second-highest voltage on the PJM transmission system and is suited for delivering large quantities of power output across significant electrical and geographical distances. The electrical location of the Chickahominy Project at 500 kV would increase power flow on a widespread region of the transmission system for every MW of power injected. Therefore, the Chickahominy Project utilizes a corresponding amount of transmission system headroom in PJM’s planning models.

7. An example of this headroom utilization is evidenced in the AE2-123 offshore wind generation interconnection project. The PJM system performance issues documented in the AE2-123 impact study report result in required system upgrades costing over \$750,000,000. The higher-queued AC1-107 project utilizes significant headroom on all of the transmission facilities that were subsequently identified as system performance issues for the AE2-123 project. Several of the AC1-107 headroom utilizations are over 35% of the rated capability of the impacted transmission facilities, with an average of over 20%. See [https://pjm.com/pub/planning/project-queues/impact\\_studies/ae2123\\_imp.pdf](https://pjm.com/pub/planning/project-queues/impact_studies/ae2123_imp.pdf).

8. The Chickahominy Project is the largest active (i.e., not withdrawn or in-service) generation project in the PJM interconnection queue, in terms of the proposed MW capacity output, among itself and lower-queued projects. The impact to and utilization of headroom on the transmission system is a function of the electrical location multiplied by the size of the project. Given the 500 kV location and the large size of the Chickahominy Project, it uses significant headroom on the transmission system and strongly factors into the study results and requirements for lower-queued generation projects, especially in the Dominion Transmission Zone.

9. Currently, the Dominion Transmission Zone has over 300 lower-queued generation projects that total over 20,000 MW of capacity. PJM has performed system analyses of lower queues assuming that the Chickahominy Project is present. If the Chickahominy ISA is terminated and the Chickahominy Project is removed from the interconnection queue, the unusual parameters of the Chickahominy Project assure that lower-queued generation projects will see an improvement in system headroom and an expected reduction in the scope and cost of system reinforcements required to interconnect

to the PJM transmission system. Thus, contrary to the claims in the Chickahominy Protest, allowing the Chickahominy Project to remain in PJM's interconnection queue will harm lower-queued generation projects by decreasing headroom and generally increasing the scope and cost of system reinforcements for which the lower-queued projects would be responsible.

10. Chickahominy's request for an extended substantial site work completed milestone date and an extended commercial operation milestone date means that thus far another *eight* (AC2, AD1, AD2, AE1, AE2, AF1, AF2, and AG1) PJM queue windows would continue to be impacted by the 1600 MW of CIRs of system headroom that are set aside for the Chickahominy Project. As long as the Chickahominy Project remains in the interconnection queue, the headroom occupied by the Chickahominy Project must be factored into the analyses for not only all lower-queued interconnection projects, but also for PJM's Regional Transmission Expansion Plan baseline planning models.

11. Currently, the number of lower-queued generation projects in the PJM interconnection queue total over 1,500 projects. I recognize that not all those projects are geographically near the Chickahominy Project and thus not all projects would be significantly impacted. However, for the reasons stated above and because the area in which the Chickahominy Project would be located is a very active interconnection area, I believe a substantial number of lower-queued projects would be impacted by any further extensions of the Chickahominy ISA's project milestone dates.

12. This concludes my Affidavit.

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

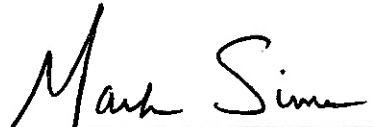
PJM Interconnection, L.L.C.

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Docket No. ER22-634-000

**VERIFICATION**

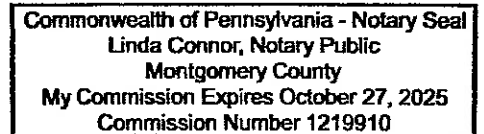
Mark Sims, being first duly sworn, deposes and states that he is the Mark Sims referred to in the foregoing "Affidavit of Mark Sims on Behalf of PJM Interconnection, L.L.C.," that he has read the same and is familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of his knowledge, information, and belief.

  
\_\_\_\_\_  
Mark Sims

Subscribed and sworn to before me, the undersigned notary public, this 19<sup>th</sup> day of January, 2022

  
\_\_\_\_\_  
Notary Public

My Commission expires: 10/27/2025



# **EXHIBIT B**

**Affidavit of Collin Edgar-Smith**

**PUBLIC VERSION - Privileged and Confidential  
Version Filed Under Separate Cover**