

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

Prairie Creek Wind, LLC) Docket No. ER24-976-000

PROTEST OF PJM INTERCONNECTION, L.L.C.

Pursuant to Rule 211 of the Federal Energy Regulatory Commission’s (“Commission”) Rules of Practice and Procedure,¹ and the Commission’s January 23, 2024 Combined Notice of Filings #1, PJM Interconnection, L.L.C. (“PJM”) files this protest to the January 18, 2024 Waiver Request filed by Prairie Creek Wind, LLC (“Prairie Creek”).² Prairie Creek in its filing seeks waiver of Tariff, Part VII, Subpart A, section 301(A)(7)(b) to allow Prairie Creek to obtain an Engineering and Procurement Agreement (“E&P Agreement”) well in advance of the time permitted under the Tariff. As demonstrated herein, Prairie Creek has not satisfied the Commission’s requirements for granting Tariff waivers or demonstrated that its Waiver Request should be granted, and the Commission therefore should deny its request.

I. BACKGROUND

A. *Description of Prairie Creek Project*

Prairie Creek is a Project Developer that, on March 31, 2020, submitted an Interconnection Request assigned Queue No. AF2-388 to develop a 200 megawatt wind generating facility that would interconnect to American Electric Power Company (“AEP”)

¹ 18 C.F.R. § 385.211.

² Petition for Limited Waiver and Request for Shortened Comment Period and Expedited Consideration of Prairie Creek Wind, LLC, Docket No. ER24-976-000 (Jan. 18, 2024) (“Waiver Request”). This protest is supported by the Affidavit of Andrew J. Lambert on Behalf of PJM Interconnection, L.L.C. (Attachment A) (“Lambert Affidavit”). Mr. Lambert is PJM’s Manager, Interconnection Planning Projects. Capitalized terms not defined herein have the meaning set forth in the PJM Open Access Transmission Tariff (“Tariff”).

transmission facilities at a new three circuit breaker 345 kilovolt (“kV”) switching station along the Desoto-Sorenson 345 kV line.³ Prairie Creek states it will share a Point of Interconnection with an earlier queued project (Queue No. AF1-119) and it has executed an agreement with the Queue No. AF1-119 developer pursuant to which both projects would proceed on the same construction timeline.⁴

As will be explained further below, PJM recently implemented reforms to its interconnection procedures. Prairie Creek did not obtain either an Interim Interconnection Service Agreement (“Interim ISA”) or an Interconnection Service Agreement (“ISA”) prior to the July 10, 2023 queue reform Transition Date. Based on the lack of an Interim ISA or ISA prior to July 10, 2023, and the date of its Interconnection Request, Prairie Creek is subject to the Tariff, Part VII interconnection procedures, the rules for the transition to the reformed interconnection process. The reforms made to PJM’s interconnection procedures include a change to the form of agreement that can be used for certain non-construction activities, changing it from an Interim Interconnection Service Agreement (“Interim ISA”) to an Engineering & Procurement Agreement (“E&P Agreement”), which involved revisions to the timing and scope of such agreement.

Prairie Creek seeks waiver of the provisions of Tariff, Part VII, Subpart A, section 301(A)(7)(b), which states that an E&P Agreement can only be requested in Phase III, in order to allow it to negotiate and enter into an E&P Agreement in early 2024.⁵ Prairie

³ Waiver Request at 3; Lambert Affidavit ¶ 3.

⁴ Waiver Request at 3.

⁵ *Id.* at 6-7.

Creek states that absent granting the Waiver Request, “the design work and construction for the switching station will be done in two stages.”⁶

B. PJM’s Queue Reform Efforts

In order to address long-standing backlogs in its interconnection queue, on June 14, 2022, PJM submitted comprehensive reforms to its interconnection process in order to replace its existing first-come, first-served serial study approach with a first-ready, first-served cluster “Cycle” study approach.⁷ A key element of the June 14 Filing was the adoption of a transition mechanism whereby all projects in the AE1 through AH1 queue windows (the period from April 1, 2018, through September 30, 2021) that were not tendered an ISA or wholesale market participation agreement as of the Transition Date would be subject to the Transition Period Rules, and projects with a later queue position would be subject to the post-transition period “New Rules.”⁸ The Transition Date is defined as:

the later of: (i) the effective date of Transmission Provider’s Docket Nos. ER22-2110-000, -001 transition cycle filing seeking FERC acceptance of this Tariff, Part VII or (ii) the date by which all AD2 and prior queue window Interconnection Service Agreements or

⁶ *Id.* at 4, 6-7. Prairie Creek and its counsel engaged in discussions with representatives of PJM in the months prior to the submission of this Waiver Request. Despite this, and despite the fact it is common practice to do so, counsel for Prairie Creek did not serve PJM with a courtesy copy of this Waiver Request until January 24, 2024, approximately one week after the Waiver Request was filed.

⁷ *PJM Interconnection, L.L.C.*, Tariff Revisions for Interconnection Process Reform, Request for Commission Action by October 3, 2022, and Request for 30-Day Comment Period, Docket No. ER22-2110-000 (June 14, 2022) (“June 14 Filing”). The Tariff reforms were the result of the Interconnection Process Reform Task Force and other stakeholder efforts.

⁸ *Id.* at 9; Tariff, Part VII, Subpart A, section 301(A)(2). At the time the June 14 Filing was submitted, the existing interconnection process accepted New Service Requests during two six-month queue windows each year (from April 1 to September 30 of each year and from October 1 to March 31 of the following year). The Transition Period Rules are generally set forth in Tariff, Part VII, with the New Rules set forth in Tariff, Part VIII. The *pro forma* interconnection-related agreements applicable to both the Transition Period and the New Rules are set forth in Tariff, Part IX.

wholesale market participation agreements have been executed or filed unexecuted.⁹

The Transition Date occurred on July 10, 2023, the latter of the two events.¹⁰

As required by Tariff, Part VII, PJM commenced a Transition Period sorting process, whereby projects in the AE1 through AG1 queue windows that had not been tendered a service agreement for execution were subject to a retool¹¹ analysis to determine the impacts of these projects on a Cycle or cluster basis. Based on the results of the retool, projects that do not cause the need for any Network Upgrades or cause the need for Network Upgrades costing \$5 million or less were placed into Tariff, Part VII's Expedited Process.¹² Projects that are eligible for the Expedited Process—also referred to the “fast lane”—will have their Facilities Studies completed, and be tendered an interconnection-related service agreement pursuant to Tariff, Part IX.¹³ The remaining queue window AE1 through AG1 Interconnection Requests were placed in Transition Cycle #1, with the remaining queue window AG2 through AH1 Interconnection Requests placed in Transition Cycle #2.¹⁴ Any project submitted during a later queue window or Cycle will be subject to the Tariff, Part VIII, New Rules procedures. PJM recently completed its Transition Period sorting process and, based on the results of that process, the Queue No. AF1-119

⁹ Tariff, Part VII, Subpart A, section 300 (definition of Transition Date).

¹⁰ See *PJM Interconnection, L.L.C.*, Notification of Occurrence of Transition Date, Docket Nos. ER22-2110-000, -001 (July 11, 2023); *Transition to New Interconnection Process Begins July 10*, PJM Interconnection, L.L.C., <https://insidelines.pjm.com/transition-to-new-interconnection-process-begins-july-10> (last visited Feb. 6, 2024).

¹¹ A “retool” is a revision or rerun of any past analysis that has been performed to evaluate the projects and requests in an existing New Services Queue.

¹² Tariff, Part VII, Subpart B, sections 304(A)(1) and (B).

¹³ Tariff, Part VII, Subpart B, section 304(B).

¹⁴ Tariff, Part VII, Subparts B and C, sections 304(C) and 305(A)(1).

Interconnection Request was determined to be eligible for the expedited process, while the Queue No. AF2-388 Interconnection Request was assigned to Transition Cycle #1.¹⁵

The Tariff reforms also included a structured study process for a cluster of projects (a Cycle) that consists of a single three-phase System Impact Study (Phase I, Phase II, and Phase III), and three Decision Points (Decision Point I, Decision Point II, and Decision Point III).¹⁶ The Transmission Owner will perform a Facilities Study jointly with PJM in Phase II to identify cost and schedule estimates for the physical interconnection and any reliability required network upgrades required for the project.¹⁷ The June 14 Filing also included a form of E&P Agreement, which replaces the Interim ISA under the previous interconnection rules. As developed during the stakeholder process, this agreement can only be requested in Phase III of a given Cycle. The stakeholders determined that it is appropriate to limit the availability of the E&P Agreement to Phase III, *after* the Phase II System Impact Study had been completed, when projects are more advanced and when the Transmission Owner had completed the Facilities Study.¹⁸

PJM explained in the June 14 Filing that the E&P Agreement is intended to allow engineering and procurement of long lead-time items necessary for the establishment of an

¹⁵ The Transition Process sorting results are posted at *Expedited Process / TC1 Classification*, PJM Interconnection, L.L.C., <https://www.pjm.com/planning/service-requests/fast-lane-tc1-classification> (last visited Feb. 6, 2024). Specific results can be found by entering the queue no. into the search box after the narrative text on this web page. A project can still be removed from the Expedited Process if the Facilities Study determines that the estimated cost of a Network Upgrade exceeds \$5 million. Tariff, Part VII, Subpart B, section 304(B); *see also* Lambert Affidavit ¶ 7.

¹⁶ *See* Tariff, Part VII, Subpart D, section 307(A)(1).

¹⁷ This Facilities Study is a study conducted by PJM in conjunction with the affected Transmission Owner to determine the Interconnection Facilities and Network Upgrades that are necessary to accommodate an Interconnection Request. *See* Tariff, Part VII, Subpart D, sections 307(A)(7) and 310(A)(1)(d); Lambert Affidavit ¶ 4. This study is different than the Facilities Study performed under Tariff, Part VI, Subpart A, section 207 of the pre-queue reform rules.

¹⁸ Lambert Affidavit ¶ 5. The Phase I System Impact Study provides only a desk-side estimate of the identified necessary Interconnection Facilities and Network Upgrades. June 14 Filing at 59.

interconnection.¹⁹ The Interim ISA was an optional agreement²⁰ not intended to be used for construction of facilities but Project Developers often mistakenly sought to enter into Interim ISAs seeking to advance construction of facilities. Similar to its predecessor, the Interim ISA, the E&P Agreement is not intended to authorize any physical construction. It is intended to advance only design and procurement activities, and explicitly provides that it “is not intended to be used for the actual construction of any Interconnection Facilities or Transmission Upgrades.”²¹

The June 14 Filing also included the provisions of Tariff, Part VII, Subpart A, section 301(A)(7)(b). Those provisions, of which Prairie Creek seeks waiver, limit the availability of the E&P Agreement to Phase III of the Cycle process. As noted above, requiring a Project Developer to wait until Phase III, after the Facilities Study has been completed and identified actual facilities and costs, to request an E&P Agreement ensures that the information necessary for the E&P Agreement is available.²² Waiting until more firm information is available also promotes more efficient use of PJM and Transmission Owner staff and resources.²³

The June 14 Filing was subject to a detailed and extensive stakeholder process that commenced in October 2020 and spanned eighteen months.²⁴ This stakeholder process

¹⁹ June 14 Filing at 69.

²⁰ See Tariff, Part VI, Subpart B, section 211.

²¹ Tariff, Part IX, Subpart D (Form of Engineering and Procurement Agreement), section 3.0; see also Tariff, Part VIII, Subpart A, section 400 (definition of Engineering and Procurement Agreement); June 14 Filing at 69.

²² Lambert Affidavit ¶ 6.

²³ *Id.* As Mr. Lambert explains, there is nothing to engineer or procure prior to development of a Facilities Study and the queue reform proposal approved by the stakeholders allows elective E&P Agreements to be pursued during Phase III, following completion of a physical interconnection Facilities Study. *Id.*

²⁴ June 14 Filing at 2, 13.

allowed for participation by all interested stakeholders, involved substantial compromises, and resulted in the overwhelming approval of the proposed Tariff reforms.²⁵ The Commission accepted the June 14 Filing in all respects, subject to minor compliance filing requirements not at issue here.²⁶

II. PROTEST

A. The Waiver Request Is Inconsistent with the Tariff Requirements for E&P Agreements Because It Is Simply Too Early for an E&P Agreement.

The Prairie Creek Waiver Request is contrary to PJM’s approved queue reforms and should be denied. As an initial matter, the Waiver Request mistakenly claims the ability to obtain an E&P Agreement becomes available at Decision Point III (at the end of Phase III).²⁷ However, as the Tariff provision cited by Prairie Creek makes clear, “[a] Project Developer that wishes to advance the implementation of its Interconnection Request during Phase III of a Cycle may enter into an Engineering and Procurement Agreement.”²⁸ Given that the Phase III study process can last 180 days (and potentially longer) but Prairie Creek will not have to wait until Decision Point III at the end of Phase III,²⁹ Prairie Creek will be able to request an E&P Agreement far earlier than is claimed in

²⁵ *Id.* at 13, 25-28.

²⁶ *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162, at PP 30, 60, 65-66, 147 (2022), *reh’g denied*, 184 FERC ¶ 61,006 (2023).

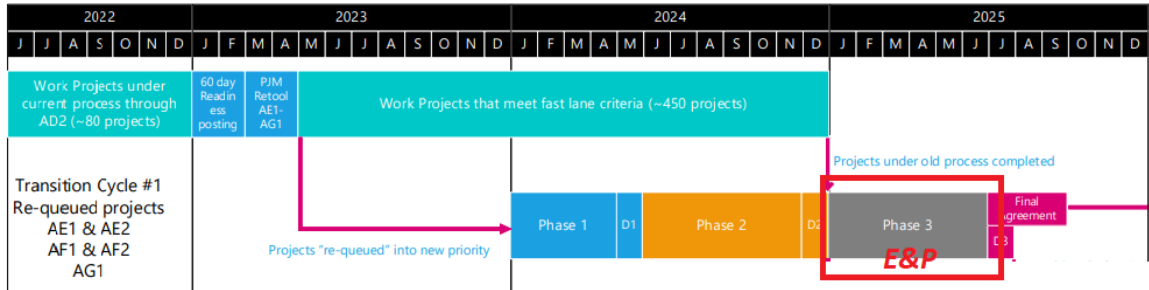
²⁷ Waiver Request at 5, 6, 11.

²⁸ Tariff, Part VII, Subpart A, section 301(A)(7)(b).

²⁹ Tariff, Part VII, Subpart D, section 312(A)(1)(e).

its Waiver Request. Figure 1 illustrates the timing of the E&P Agreement under Transition Cycle #1:

Figure 1



More to the point, Prairie Creek’s request to enter into an E&P Agreement as soon as possible ignores the fact that Transition Cycle #1 has just commenced and, at this stage in the interconnection process, PJM lacks sufficient information concerning Prairie Creek’s Queue No. AF2-388 Interconnection Request to develop an E&P Agreement.

The Waiver Request also fails to take into account the different impacts that the Queue No. AF1-119 and Queue No. AF2-388 projects could have on the Transmission System particularly given their different study stages. Both the Queue Nos. AF1-119 and AF2-388 projects were subject to the Transition Period sorting mechanism. Queue No. AF1-119 was determined to be eligible for the Expedited Process and thus will have its Facilities Study completed under the pre-queue reform serial process rules.³⁰ Queue No. AF2-388 was determined to contribute to the need for specific Network Upgrades costing more than \$5 million, was therefore assigned to Transition Cycle #1, and is subject to the Tariff, Part VII Transition Period three-phase study process.

³⁰ Tariff, Part VII, Subpart B, section 304(B).

PJM properly applied its Tariff in assigning the Queue No. AF2-388 Interconnection Request to Transition Cycle #1. PJM has other queue projects where the Project Developer seeks to share a substation, similar to what Prairie Creek proposes here, and Prairie Creek has not justified its request for special treatment. The Queue No. AF1-119 Interconnection Request was submitted earlier than the Queue No. AF2-388 Interconnection Request. Under the pre-reform queue process, it had a higher queue priority and, just as it is now during the Transition Period, would have had its Facilities Study developed independently of Queue No. AF2-388.³¹ The process under the queue reform rules is similar. The AF1-119 Interconnection Request will have a Facilities Study developed to support its desired interconnection request. Following that, a separate and independent Facilities Study will be developed for Queue No. AF2-388. That study, when it is performed, will provide the details of the interconnection facilities that will need to be constructed for Queue No. AF2-388, and thus will provide the information needed for an E&P Agreement.³²

Additionally, contrary to Prairie Creek's claims,³³ PJM does not foresee any efficiencies in developing a combined Facilities Study for Queue Nos. AF1-119 and AF2-388.³⁴ These are two independent projects, one subject to the Expedited Process and the other in Transition Cycle #1. The typical process for this type of situation is to evaluate and develop a Facilities Study for the project with the higher priority. If a second project in a later queue or Cycle sought to interconnect at the same substation, a new Facilities

³¹ Lambert Affidavit ¶ 9.

³² *Id.*

³³ See Waiver Request at 3-4, 12.

³⁴ Lambert Affidavit ¶ 10.

Study would be developed to expand the substation and allow interconnection of a new project.³⁵

B. Granting the Waiver Request Would Be Detrimental to PJM's Reformed Interconnection Process and the Stakeholder Process that Developed the Interconnection Process Reforms.

The elements of PJM's reformed interconnection process described above, including the three-stage gated study/Cycle process, and the adoption of an optional E&P Agreement that is available during Phase III of the process, were determined through negotiations in the stakeholder process that resulted in the June 14 Filing. Stakeholders devoted significant amounts of time to developing the compromise solution and proposed Tariff revisions, and it would be detrimental to the stakeholder process if the Commission were to grant a unilateral request for relief for a single Project Developer that is contrary to the queue reform package. It would also undercut both the stakeholder process and queue reform implementation process if parties are allowed to receive waivers of key elements of the reformed interconnection process less than one year into its implementation and before any experience under the process has been gained. In summary, the relief Prairie Creek seeks, to combine construction of its project and an earlier project that is being studied in an earlier Cycle through a premature and improper use of the E&P Agreement, would violate the gating requirement for PJM's reformed interconnection process.³⁶ It would also be inconsistent with the deliberate deferral of the optional E&P

³⁵ *Id.*

³⁶ The gating mechanism treats each Cycle as subject to a discrete review and gated by the completion of prior Cycles. June 14 Filing at 35; *id.*, Attachment C at P 14.

Agreement's availability to Phase III of the interconnection process, when sufficient information is available to complete an E&P Agreement.

In addition, although Prairie Creek claims that granting its Waiver Request is necessary for the coordinated construction of the switching station for the Queue Nos. AF1-119 and AF2-388 Interconnection Requests,³⁷ the *pro forma* E&P Agreement does not permit construction activities.³⁸ Prairie Creek does not request waiver of the intended scope of the E&P Agreement. Instead, it asks only for a waiver of Tariff, Part VII, Subpart A, section 301(A)(7)(b), which requires that the E&P Agreement be entered into in Phase III.³⁹ The scope of construction for the Queue No. AF1-119 project will consist only of the facilities necessary to interconnect that project, so execution of an E&P Agreement for the Queue No. AF2-388 project, which by definition does not address construction activities, will not permit expansion of the Queue No. AF1-119 switching station to accommodate Prairie Creek. As the Facilities Studies for the Queue Nos. AF1-119 and AF2-388 will be independently developed on separate timelines, simply entering into an E&P Agreement will have little or no benefit for Prairie Creek.

C. The Waiver Request Does Not Satisfy the Commission's Criteria for Granting Waiver Requests.

The Waiver Request also fails to comply with the Commission's standards for granting a waiver. In determining whether to grant or deny a waiver request, the

³⁷ See Waiver Request at 1, 3-4, 6 (stating Prairie Creek needs to commence construction by August 2025, even though it does not expect Transition Cycle #1 to be completed until later 2025 or early 2026, also indicating that its agreements with the Queue No. AF1-119 developer is intended to allow both projects to proceed on the same timeline).

³⁸ Tariff, Part VII, Subpart A, sections 300 (definition of Engineering & Procurement Agreement), 301(A)(7); Tariff, Part IX, Subpart D, section 3.0.

³⁹ Waiver Request at 1, 6.

Commission looks at four factors: (1) whether the applicant acted in good faith; (2) whether the waiver is of limited scope; (3) whether the waiver addresses a concrete problem; and (4) whether the waiver does not have undesirable consequences, such as harming third parties.⁴⁰ The Commission does not need to find that a waiver request fails to meet all of these standards—the fact it meets only some of these standards is enough to warrant denial of a waiver request.⁴¹

As to the first prong, Prairie Creek claims that it attempted to obtain an Interim ISA under the prior interconnection rules, and also claims that it is a ready-to-go project that has met the relevant milestones under the PJM Tariff. While PJM appreciates Prairie Creek’s efforts to comply with the Tariff’s requirements, these assertions prove nothing. The Interim ISA was an “optional” agreement⁴² that, like the E&P Agreement, was not intended to be used for construction activities. Moreover, Prairie Creek’s assertion that it is “ready to go” does not support its Waiver Request. A project demonstrates its viability by progressing through the various phases and Decision Points established in Tariff, Part VII, not merely by making claims in a Waiver Request.

⁴⁰ See *PJM Interconnection, L.L.C.*, 174 FERC ¶ 61,075, at P 33-34 (2021) (listing waiver standards and rejecting waiver of PJM’s deferred security deadline); see also *Middleton Energy Storage LLC*, 182 FERC ¶ 61,092, at PP 31, 35 (2023) (rejecting waiver request, listing the Commission’s waiver standards, and finding once a waiver request has failed to meet some of the Commission’s waiver standards, the Commission does not need to address whether the request meets other criteria); *1000 Mile Solar, LLC*, 181 FERC ¶ 61,108, at PP 21-22 (2022) (reciting the four prong waiver standards and denying request for waiver of financial security milestone payments).

⁴¹ See *Middleton Energy Storage*, 182 FERC ¶ 61,092, at P 35; see also *Cleco Cajun LLC*, 183 FERC ¶ 61,211, at P 35 (2023) (stating that having found that the waiver request would result in undesirable consequences made it unnecessary to respond to the applicant’s claims regarding the other three waiver request criteria); *CPV Shore, LLC*, 168 FERC ¶ 61,048, at P 22 (2019) (stating that “[t]he Commission uses the satisfaction of all four criteria as a guide to when it may be appropriate to grant waiver” and that if it “identifies a criterion that by itself makes waiver inappropriate, it need not continue to analyze other criteria before it denies waiver”).

⁴² See Tariff, Part VI, Subpart B, section 211.

Prairie Creek’s claimed compliance with the first prong is based on its claim that “[b]ased on statements from PJM staff, Prairie Creek believed it would receive an ISA and ICSA prior to the transition and thus would have no need for an Interim ISA.”⁴³ However, Prairie Creek provides no evidence or support for this belief. Prairie Creek’s claim appears to be based on an August 30, 2022 email, in which the PJM project manager then assigned to the project stated:

November is the expected completion date for the AEP Facilities Study – this means the final agreements will follow in December. We need to wait for the PJM load flow retool to be completed (September/October), and the Stability Study. I don’t expect this project to get delayed enough to end up in the new process.⁴⁴

While these statements indicate an *expectation* that the project most likely would not be subject to the reformed interconnection processes, they are not in any way a commitment or firm statement that the project would avoid the new rules.⁴⁵ Indeed, Prairie Creek was informed as early as October 20, 2022, that, due to the fact it is expected to contribute to Network Upgrades costing more than \$5 million, its project was likely to be subject to the Transition Period rules.⁴⁶

In addition, the Waiver Request is not limited in scope and would result in harm to third parties. As noted above, while the Waiver Request only refers to Tariff, Part VII, Subpart A, section 301(A)(7), Prairie Creek seems to be seeking the coordinated

⁴³ Waiver Request at 9.

⁴⁴ Lambert Affidavit ¶ 11 and Exhibit 1.

⁴⁵ Lambert Affidavit ¶ 12.

⁴⁶ Lambert Affidavit ¶ 12 and Exhibit 2. Thus, Prairie Creek was aware before “late 2022/early 2023” that its project would likely be subject to Transition Cycle #1. PJM at that time was also prioritizing the completion of the Facilities Studies and final agreements for projects in Queue Nos. AD2 or earlier queue windows in order to achieve the Transition Date and commence the Transition Period. Lambert Affidavit ¶ 12.

construction of the switching station needed to support both the Queue Nos. AF1-119 and AF2-388 Interconnection Requests, with this construction occurring prior to the end of Transition Cycle #1.⁴⁷ This would allow Prairie Creek’s project to “jump” from Transition Cycle #1 to the Expedited Process, which is fundamentally unfair to other Project Developers, and contrary to the gating mechanisms adopted as part of the June 14 Filing.

Finally, granting the Waiver Request would cause harm to third parties by undermining the recent Tariff reforms and stakeholder process and encouraging other Project Developers to seek similar waivers. As implementation of PJM’s interconnection process reforms has just begun, the Commission should not grant unilateral filings, whether waiver requests or complaints, which would circumvent these reforms or the stakeholder process, especially given the present lack of experience under the reformed interconnection process. Granting Prairie Creek’s Waiver Request also may encourage other parties to file similar waiver requests, which would further undermine these Tariff reforms and the PJM stakeholder process, in addition to occupying substantial PJM personnel time. Moreover, the Queue No. AF1-119 project could be harmed by granting this relief. Queue No. AF2-388 still requires a full electrical study and currently contributes to several Network Upgrades with costs in excess of \$5 million. If Queue No. AF1-119 had its Facility Study developed in coordination with Queue No. AF2-388 and Queue No. AF2-388 withdrew, Queue No. AF1-119 would need to pay for a revised Facilities Study to remove the scope of Queue No. AF2-388.

⁴⁷ See *supra* note 37.

III. CONCLUSION

For the reasons stated above, the Commission should reject Prairie Creek's Waiver Request.

Respectfully submitted,

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

Christopher Holt
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

/s/ David S. Berman
Wendy B. Warren
David S. Berman
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 393-1200 (phone)
(202) 393-1240 (fax)
warren@wrightlaw.com
berman@wrightlaw.com

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

February 8, 2024

Attachment A

Affidavit of Andrew J. Lambert on
Behalf of PJM Interconnection,
L.L.C.

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

Prairie Creek Wind, LLC

)

Docket No. ER24-976-000

**AFFIDAVIT OF ANDREW J. LAMBERT
ON BEHALF OF PJM INTERCONNECTION, L.L.C.**

1. My name is Andrew J. Lambert. I am a Manager, Interconnection Planning Projects, at PJM Interconnection, L.L.C. (“PJM”) and have been in that position since January 2023. My duties and responsibilities include managing a team of engineers and analysts supporting the PJM interconnection process, ensuring the interconnection process is implemented in accordance with the PJM Open Access Transmission Tariff (“Tariff”), and leading the department responsible for all aspects of interconnection, from initial application to commercial operation. The purpose of my affidavit is to respond to certain issues raised in the January 18, 2024 Waiver Request¹ filed by Prairie Creek Wind, LLC (“Prairie Creek”). In its filing, Prairie Creek requests waiver of Part VII, Section 301(A)(7)(b) of the PJM Open Access Transmission Tariff (“Tariff”) to allow Prairie Creek to obtain an Engineering and Procurement Agreement (“E&P Agreement”) well in advance of the time permitted under the Tariff.²
2. Prior to becoming Manager of Interconnection Planning Projects at PJM, I was Senior Engineer II from May 2021 to December 2022. Prior to that time, I held engineering positions at PPL Corporation and Exelon Corporation. I graduated from the Pennsylvania State University with a Bachelor of Science Degree in

¹ Petition for Limited Waiver and Request for Shortened Comment Period and Expedited Consideration of Prairie Creek Wind, LLC, Docket No. ER24-976-000 (Jan. 18, 2024) (“Waiver Request”).

² *Id.* at 1. Capitalized terms not otherwise defined herein have the meanings given to them in the Tariff.

Electrical Engineering in May 2010 and received a Master of Business Administration from Villanova University in May 2015. PJM, as a Regional Transmission Organization, ensures the reliability of the high-voltage electric power system serving 65 million people in all or parts of 13 states and the District of Columbia. PJM coordinates and directs the operation of the region's transmission grid, which includes 88,115 miles of transmission lines, administers a competitive wholesale electricity market, and plans regional transmission expansion improvements to maintain grid reliability and relieve congestion. PJM's regional grid and market operations produce annual savings of \$3.2 billion to \$4 billion. PJM, under the terms of its Tariff, has the responsibility for planning the expansion and enhancement of the PJM Transmission System on a regional basis.

3. Prairie Creek is a Project Developer that on March 31, 2020, submitted an Interconnection Request assigned Queue No. AF2-388 to develop a 200 megawatt wind generating facility that would interconnect to American Electric Power Company ("AEP") transmission facilities at a new three circuit breaker 345 kilovolt ("kV") switching station along the Desoto-Sorenson 345 kV line.³ Prairie Creek states it will share a Point of Interconnection with an earlier queued project (Queue No. AF1-119), and it has executed an agreement with the Queue No. AF1-119 developer pursuant to which both projects would proceed on the same construction timeline.⁴
4. Prairie Creek's Waiver Request is contrary to the Tariff and PJM's recent reform

³ *Id.* at 3.

⁴ *Id.*

queue procedures. In order to address long-standing backlogs in its interconnection queue, on June 14, 2022, PJM submitted comprehensive reforms to its interconnection process in order to replace its existing first-come, first-served serial study approach with a first-ready, first-served cluster “Cycle” study approach.⁵ A key element of the June 14 Filing was the adoption of a transition mechanism whereby all projects in the AE1 through AH1 queue windows (the period from April 1, 2018, through September 30, 2021) that were not tendered an Interconnection Service Agreement (“ISA”) or wholesale market participation agreement as of the Transition Date would be subject to the Transition Period Rules, and projects with a later queue position would be subject to the post-transition period “New Rules.”⁶ The Tariff reforms also included Cycle study process adopted as part a structured study process that consists a single three-phase System Impact Study (Phase I, Phase II, and Phase III), and three Decisions Points (Decision Point I, Decision Point II, and Decision Point III).⁷ The Transmission Owner will also perform a Facilities Study jointly with PJM in Phase II to identify cost and schedule estimates for the physical interconnection and any reliability required network upgrades required for the project.⁸

5. The June 14 Filing also included a form of E&P Agreement, which replaces the

⁵ *PJM Interconnection, L.L.C.*, Tariff Revisions for Interconnection Process Reform, Request for Commission Action by October 3, 2022, and Request for 30-Day Comment Period of PJM Interconnection, L.L.C., Docket No. ER22-2110-000 (June 14, 2022) (“June 14 Filing”).

⁶ *Id.* at 9; Tariff, Part VII, Subpart A, section 301(A)(2).

⁷ *See* Tariff, Part VII, Subpart D, section 307(A)(1).

⁸ Tariff, Part VII, Subpart D, sections 307(A)(7) and 310(A)(1)(d); June 14 Filing at 59-60. This study is different than the Facilities Study performed under Tariff, Part VI, Subpart A, section 207 of the pre-queue reform rules.

Interim Interconnection Service Agreement (“Interim ISA”) under the previous rules. As developed during the stakeholder process, this agreement can only be requested in Phase III of a given Cycle. The stakeholders determined it is appropriate to limit the availability of the E&P Agreement to Phase III, *after* the Phase II System Impact Study had been completed, when projects are more advanced and when the Transmission Owner had completed the Facilities Study.⁹ PJM explained in the June 14 Filing that the E&P Agreement is intended to allow engineering and procurement of long lead-time items necessary for the establishment of an interconnection.¹⁰ The Interim ISA was an optional agreement¹¹ not intended to be used for construction of facilities but project developers often mistakenly sought to enter into Interim ISAs seeking to advance construction of facilities. Similar to its predecessor, the Interim ISA, the E&P Agreement is not intended to authorize any physical construction. It is instead intended to advance only design and procurement activities, and explicitly provides that it “is not intended to be used for the actual construction of any Interconnection Facilities or Transmission Upgrades.”¹²

6. The June 14 Filing also included the provisions of Tariff, Part VII, Subpart A, section 301(A)(7)(b). Those provisions, of which Prairie Creek seeks waiver, limit the availability of the E&P Agreement to Phase III of the Cycle process. As noted

⁹ The Phase I System Impact Study provides only a desk-side estimate of the identified necessary Interconnection Facilities and Network Upgrades. June 14 Filing at 59.

¹⁰ June 14 Filing at 69.

¹¹ See Tariff, Part VI, Subpart B, section 211.

¹² Tariff, Part IX, Subpart D (Form of Engineering and Procurement Agreement), section 3.0; *see also* Tariff, Part VIII, Subpart A, section 400 (definition of Engineering and Procurement Agreement); June 14 Filing at 69.

above, requiring a Project Developer to wait until Phase III, after the Facilities Study has been completed and identified actual facilities and costs, to request an E&P Agreement ensures that the information necessary for the E&P Agreement is available. Waiting until this more firm information is available promotes more efficient use of PJM and Transmission Owner staff and resources. Quite simply, there is nothing to engineer or procure prior to development of a Facilities Study. The queue reform proposal overwhelmingly approved by the stakeholders allows elective E&P Agreements to be pursued during Phase III, following completion of a physical interconnection Facilities Study.

7. As required by Tariff, Part VII, PJM commenced a Transition Period sorting process, whereby projects in the AE1 through AG1 queue windows that had not been tendered a service agreement for execution were subject to a retool¹³ analysis to determine the impacts of these projects on a Cycle or cluster basis. Based on the results of the retool, projects that do not cause the need for any Network Upgrades or cause the need for Network Upgrades costing \$5 million or less were placed into Tariff, Part VII's Expedited Process.¹⁴ Projects that are eligible for the Expedited Process—also referred to the “fast lane”—will have their Facilities Studies completed, and be tendered an interconnection-related service agreement pursuant to Tariff, Part IX.¹⁵ The remaining queue window AE1 through AG1 Interconnection Requests were placed in Transition Cycle #1, with the remaining

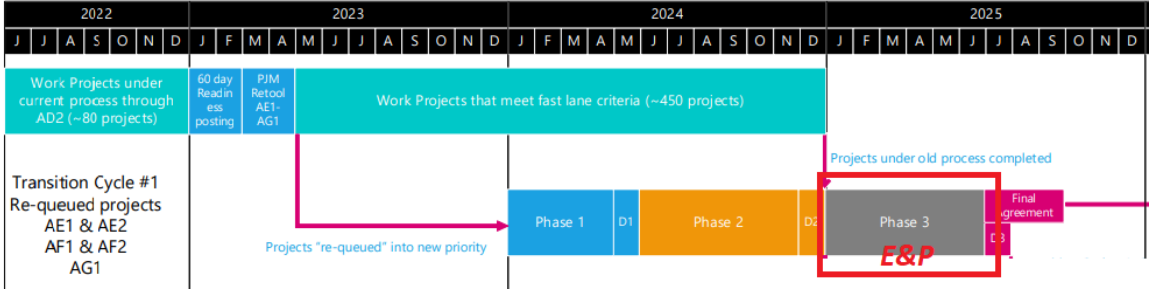
¹³ A “retool” is a revision or rerun of any past analysis that has been performed to evaluate the projects and requests in an existing New Services Queue.

¹⁴ Tariff, Part VII, Subpart B, sections 304(A)(1) and (B).

¹⁵ Tariff, Part VII, Subpart B, section 304(B).

queue window AG2 through AH1 Interconnection Requests placed in Transition Cycle #2.¹⁶ Any project submitted during a later queue window or Cycle will be subject to the Tariff, Part VIII New Rules procedures. PJM recently completed its Transition Period sorting process and, based on the results of that process, the Queue No. AF1-119 Interconnection Request was determined to be eligible for the Expedited Process, while the Queue No. AF2-388 Interconnection Request was assigned to Transition Cycle #1.¹⁷ Figure 1 illustrates the timing of the E&P Agreement under Transition Cycle #1:

Figure 1



8. Prairie Creek’s request also fails to take into account the different impacts that the Queue Nos. AF1-119 and AF2-388 projects could have on the Transmission System, particularly given their different study stages. Both the Queue Nos. AF1-119 and AF2-388 projects were subject to the Transition Period sorting mechanism. Queue No. AF1-119 was determined to be eligible for the Expedited Process and

¹⁶ Tariff, Part VII, Subparts B and C, sections 304(C), 305(A)(1).

¹⁷ The Transition Process sorting results are posted at *Expedited Process / TC1 Classification*, PJM Interconnection, L.L.C., <https://www.pjm.com/planning/service-requests/fast-lane-tc1-classification> (last visited Feb. 6, 2024). Specific results can be found by entering the queue no. into the search box after the narrative text on this web page. A project can still be removed from the Expedited Process if the Facilities Study determines that the estimated cost of a Network Upgrade exceeds \$5 million. Tariff, Part VII, Subpart B, section 304(B).

thus will have its Facilities Study completed under the pre-queue reform serial process rules.¹⁸ Queue No. AF2-388 was determined to contribute to the need for specific Network Upgrades costing more than \$5 million, was therefore assigned to Transition Cycle #1, and is subject to Tariff, Part VII Transition Period three-phase study process.

9. PJM properly applied its Tariff in assigning the Queue No. AF2-388 Interconnection Request to Transition Cycle #1. PJM has other queue projects where the Project Developer seeks to share a substation, similar to what Prairie Creek proposes here, and Prairie Creek has not justified its request for special treatment. The Queue No. AF1-119 Interconnection Request was submitted earlier than the Queue No. AF2-388 Interconnection Request. Under the pre-reform queue process, it had a higher queue priority and, just as it is during the Transition Period, would have had its Facilities Study developed independently of Queue No. AF2-388. The process under the queue reform rules is similar. The AF1-119 Interconnection Request will have a Facilities Study developed to support its desired interconnection request. Following that, a separate and independent Facilities Study will be developed for Queue No. AF2-388. That study will provide the details of the interconnection facilities that would need to be constructed for Queue No. AF2-388, and provide the information needed for an E&P Agreement.
10. Additionally, contrary to Prairie Creek's claims,¹⁹ PJM does not foresee any efficiencies in developing a combined Facilities Study for Queue Nos. AF1-119

¹⁸ Tariff, Part VII, Subpart B, section 304(B).

¹⁹ See Waiver Request at 3-4, 12.

and AF2-388. These are two independent projects, one subject to the Expedited Process and the other in Transition Cycle #1. The typical process for this type of situation is to evaluate and develop a Facilities Study for the project with the higher priority. If a second project in a later queue or Cycle sought to interconnect at the same substation, a new Facilities Study would be developed to expand the substation and allow interconnection of a new project.

11. Prairie Creek in its Waiver Request claims that “[b]ased on statements from PJM staff, Prairie Creek believed it would receive an ISA and ICSA prior to the transition and thus would have no need for an Interim ISA.”²⁰ However, Prairie Creek provides no evidence or support for this belief and its assertion appears to be based on an August 30, 2022 email, in which the PJM project manager then assigned to the project stated

November is the expected completion date for the AEP Facilities Study – this means the final agreements will follow in December. We need to wait for the PJM load flow retool to be completed (September/October), and the Stability Study. I don’t expect this project to get delayed enough to end up in the new process.²¹

12. While these statements indicate an *expectation* that the project most likely would not be subject to the reformed interconnection processes, they are not in any way a commitment or firm statement that the project would avoid the new rules.²² Indeed, I informed Prairie Creek as early October 20, 2022, that due to the fact it is expected

²⁰ *Id.* at 9.

²¹ Email from Komal K. Patel, PJM, to Jennifer Ayers Brasher, RWE Renewables Americas (Aug. 30, 2022, 7:21 AM). A copy of the email is included Exhibit 1 to my affidavit.

²² E-mail from Andrew J. Lambert, PJM, to Representatives of RWE Renewables Americas and American Electric Power Company (Oct. 20, 2022, 08:16 AM). This response is included as Exhibit 2 to my affidavit.

to contribute to Network Upgrades costing more than \$5 million, its project was likely to be subject to the Transition Period rules. PJM at that time was also prioritizing the completion of the Facilities Studies and final agreements for projects in Queue Nos. AD2 or earlier queue windows in order to achieve the Transition Date and commence the Transition Period. Thus, Prairie Creek was aware before “late 2022/early 2023” that its project would likely be subject to Transition Cycle #1.

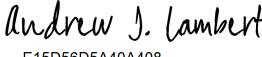
13. Finally, granting the Waiver Request could harm other parties, including the developer of the Queue No. AF1-119 Interconnection Request. Queue No. AF2-388 still requires a full electrical study and currently contributes to several Network Upgrades with costs in excess of \$5 million. If Queue No. AF1-119 had its interconnection Facility Study developed in coordination with Queue No. AF2-388 and Queue No. AF2-388 withdrew, Queue No. AF1-119 would need to pay for a revised Facilities Study to remove the scope of Queue No. AF2-388.
14. This concludes my affidavit.

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

Prairie Creek Wind, LLC) Docket No. ER24-976-000

VERIFICATION

I, Andrew J. Lambert, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that I am the Andrew J. Lambert referred to in the foregoing “Affidavit of Andrew J. Lambert on Behalf of PJM Interconnection, L.L.C.,” that I have read the same and am familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

DocuSigned by:

E45D66D5A40A408...
Andrew J. Lambert

Executed on: 2/8/2024

Exhibit 1

August 30, 2022 K. Patel, PJM
Email to Jennifer Ayers Brasher,
RWE Renewables Americas

From: karthik.mekala@rwe.com
To: [Lambert, Andrew J](#); [System Planning Admin](#); naward@aep.com; rahurban@aep.com
Cc: jennifer.ayers-brasher@rwe.com
Subject: RE: [EXT] AF2-388 Facility Delay Notification
Date: Wednesday, October 19, 2022 2:52:39 PM

External Email! Think before clicking links or attachments.

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Good afternoon AEP/PJM,

I am writing this email to follow up on the re-tool and facilities study update (FAS) for AF2-388. In our last call, we discussed that re-tooling would be completed by October and the facility study by November. PJM confirmed that the queue reform would not impact this project, and also RWE maintained the original scope so that FAS could be completed as soon as possible.

This is an advanced project and is critical to RWE. Could you please confirm if the re-tool would be completed this month and FAS by November so that PJM can draft agreements by the end of the year? Please let me know.

Thank you, and have a great day!

Karthik Mekala, P.E.
Transmission Manager
M: 1 (463) 210-8559
karthik.mekala@rwe.com

RWE Renewables Americas, LLC
701 Brazos Street, Suite 1400
Austin, Texas 78701
americas.rwe.com

From: Patel, Komal K. <Komal.Patel@pjm.com>
Sent: Tuesday, August 30, 2022 7:21 AM
To: Ayers Brasher, Jennifer <jennifer.ayers-brasher@rwe.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: Chocarro, Iker <iker.chocarro@rwe.com>; Mekala, Karthik <karthik.mekala@rwe.com>
Subject: RE: [EXT] AF2-388 Facility Delay Notification

Jennifer,

November is the expected completion date for the AEP Facilities Study – this means the final agreements will follow in December. We need to wait for the PJM load flow retool to be completed

(September/October), and the Stability Study. I don't expect this project to get delayed enough to end up in the new process...

I can set up a meeting with AEP to discuss.

Komal Patel

Interconnection Projects, PJM
(610) 666-4306

From: jennifer.ayers-brasher@rwe.com <jennifer.ayers-brasher@rwe.com>

Sent: Tuesday, August 30, 2022 1:12 AM

To: Patel, Komal K. <Komal.Patel@pjm.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>

Cc: iker.chocarro@rwe.com; karthik.mekala@rwe.com

Subject: RE: [EXT] AF2-388 Facility Delay Notification

External Email! Think before clicking links or attachments.

When in doubt, call the person at a trusted phone number and confirm they sent the email.

Komal,

I am following-up on this email below.

Jennifer

From: Ayers Brasher, Jennifer

Sent: Monday, August 29, 2022 12:07 AM

To: komal.patel@pjm.com; systemplanning.admin@pjm.com

Cc: Chocarro, Iker <iker.chocarro@rwe.com>; Mekala, Karthik <karthik.mekala@rwe.com>

Subject: RE: [EXT] AF2-388 Facility Delay Notification

Importance: High

Komal,

I would like to have a call on this delay ASAP. Just within the past month it was confirmed to us that this was on track and this delay is just not acceptable. I am well aware of how many projects there are and RWE has overall been reasonable and understanding but cannot look past this.

This project is on a clear path for construction, it cannot and there is no reasonable circumstance for this this get wrapped into the new queue process and these delays are coming across as a way to push us that direction.

Please provide a few times available this week along with anyone else you feel appropriate to have on the call.

Thanks,
Jennifer Brasher
Sr Director, Transmission & Interconnection
RWE Renewables Americas

From: Chocarro, Iker <iker.chocarro@rwe.com>
Sent: Sunday, August 28, 2022 4:07 AM
To: Mekala, Karthik <karthik.mekala@rwe.com>; Ayers Brasher, Jennifer <jennifer.ayers-brasher@rwe.com>
Subject: FW: [EXT] AF2-388 Facility Delay Notification

From: Komal.Patel@pjm.com <Komal.Patel@pjm.com>
Sent: Saturday, August 27, 2022 7:01 PM
To: Chocarro, Iker <iker.chocarro@rwe.com>
Cc: Komal.Patel@pjm.com; SystemPlanning.Admin@pjm.com
Subject: [EXT] AF2-388 Facility Delay Notification

[EXTERNAL EMAIL **]:** This email originated from outside of the organization - be CAUTIOUS, particularly with links and attachments.

FACILITIES STUDY DELAY NOTIFICATION:

This email serves notice, as required by the *PJM OAT Tariff §207*, that the above Facilities Study is delayed because **Study analysis still in progress.**

PJM anticipates completing this work shortly and issuing the Facilities Study on or before **Thursday, November 24, 2022.**

If there are any questions concerning this notification please call the PJM Project Manager for this project, Komal Patel.

Exhibit 2

October 20, 2022 A. Lambert, PJM
Email to Representatives of RWE
Renewables Americas and American
Electric Power Company

From: [Lambert, Andrew J](#)
To: "[karthik.mekala@rwe.com](#)"; [naward@aep.com](#); [rahurban@aep.com](#)
Cc: [jennifer.ayers-brasher@rwe.com](#); System Planning Admin; [Kramp, Peter](#); [Farhat, Michelle M.](#); [Nestel, Stacey, L](#); [Lambert, Andrew J](#)
Subject: RE: [EXT] AF2-388 Facility Delay Notification
Date: Thursday, October 20, 2022 8:16:50 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Good morning,

I'm coming in new to this project since Komal left PJM recently.

I checked into the status of this project and there's quite a lot of hurdles it needs to overcome in order to get an agreement prior to transition. AEP is working facility study's in serial order. They are projecting a facility completion for this project late January/February timeframe. Additionally, we still need a re-tool to confirm the exact scope of this project. Looking at the original Impact study, this project loads into a network upgrade costing \$9M. If this were to remain true, then this project would be a candidate for the Transition Cycle #1 (contributes to a network upgrade greater than \$5M).

We are working on AF1 re-tools at this time. We are hoping to have AF2 re-tools done by end of November and will have a better picture where this project stands.

At this time, I see this project as having a higher chance than not of going into transition cycle #1 primarily due to its contribution to a network upgrade greater than \$5M.

AJ Lambert
Sr. Engineer II, Interconnection Projects

C: (267) 894-0929 | Andrew.Lambert@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403



From: karthik.mekala@rwe.com <karthik.mekala@rwe.com>
Sent: Wednesday, October 19, 2022 2:52 PM
To: Lambert, Andrew J <Andrew.Lambert@pjm.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>; naward@aep.com; rahurban@aep.com
Cc: jennifer.ayers-brasher@rwe.com
Subject: RE: [EXT] AF2-388 Facility Delay Notification

External Email! Think before clicking links or attachments.

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Good afternoon AEP/PJM,

I am writing this email to follow up on the re-tool and facilities study update (FAS) for AF2-388. In our last call, we discussed that re-tooling would be completed by October and the facility study by November. PJM confirmed that the queue reform would not impact this project, and also RWE maintained the original scope so that FAS could be completed as soon as possible.

This is an advanced project and is critical to RWE. Could you please confirm if the re-tool would be completed this month and FAS by November so that PJM can draft agreements by the end of the year? Please let me know.

Thank you, and have a great day!

Karthik Mekala, P.E.
Transmission Manager
M: 1 (463) 210-8559
karthik.mekala@rwe.com

RWE Renewables Americas, LLC
701 Brazos Street, Suite 1400
Austin, Texas 78701
americas.rwe.com

From: Patel, Komal K. <Komal.Patel@pjm.com>
Sent: Tuesday, August 30, 2022 7:21 AM
To: Ayers Brasher, Jennifer <jennifer.ayers-brasher@rwe.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: Chocarro, Iker <iker.chocarro@rwe.com>; Mekala, Karthik <karthik.mekala@rwe.com>
Subject: RE: [EXT] AF2-388 Facility Delay Notification

Jennifer,

November is the expected completion date for the AEP Facilities Study – this means the final agreements will follow in December. We need to wait for the PJM load flow retool to be completed (September/October), and the Stability Study. I don't expect this project to get delayed enough to end up in the new process...

I can set up a meeting with AEP to discuss.

Komal Patel
Interconnection Projects, PJM
(610) 666-4306

From: jennifer.ayers-brasher@rwe.com <jennifer.ayers-brasher@rwe.com>
Sent: Tuesday, August 30, 2022 1:12 AM
To: Patel, Komal K. <Komal.Patel@pjm.com>; System Planning Admin <SystemPlanning.Admin@pjm.com>
Cc: iker.chocarro@rwe.com; karthik.mekala@rwe.com
Subject: RE: [EXT] AF2-388 Facility Delay Notification

External Email! Think before clicking links or attachments.

When in doubt, call the person at a trusted phone number and confirm they sent the email.

Komal,

I am following-up on this email below.

Jennifer

From: Ayers Brasher, Jennifer
Sent: Monday, August 29, 2022 12:07 AM
To: komal.patel@pjm.com; systemplanning.admin@pjm.com
Cc: Chocarro, Iker <iker.chocarro@rwe.com>; Mekala, Karthik <karthik.mekala@rwe.com>
Subject: RE: [EXT] AF2-388 Facility Delay Notification
Importance: High

Komal,

I would like to have a call on this delay ASAP. Just within the past month it was confirmed to us that this was on track and this delay is just not acceptable. I am well aware of how many projects there are and RWE has overall been reasonable and understanding but cannot look past this.

This project is on a clear path for construction, it cannot and there is no reasonable circumstance for this this get wrapped into the new queue process and these delays are coming across as a way to push us that direction.

Please provide a few times available this week along with anyone else you feel appropriate to have on the call.

Thanks,
Jennifer Brasher
Sr Director, Transmission & Interconnection
RWE Renewables Americas

From: Chocarro, Iker <iker.chocarro@rwe.com>
Sent: Sunday, August 28, 2022 4:07 AM
To: Mekala, Karthik <karthik.mekala@rwe.com>; Ayers Brasher, Jennifer <jennifer.ayers-brasher@rwe.com>
Subject: FW: [EXT] AF2-388 Facility Delay Notification

From: Komal.Patel@pjm.com <Komal.Patel@pjm.com>
Sent: Saturday, August 27, 2022 7:01 PM
To: Chocarro, Iker <iker.chocarro@rwe.com>
Cc: Komal.Patel@pjm.com; SystemPlanning.Admin@pjm.com
Subject: [EXT] AF2-388 Facility Delay Notification

[EXTERNAL EMAIL **]:** This email originated from outside of the organization - be CAUTIOUS, particularly with links and attachments.

FACILITIES STUDY DELAY NOTIFICATION:

This email serves notice, as required by the *PJM OAT Tariff §207*, that the above Facilities Study is delayed because **Study analysis still in progress.**

PJM anticipates completing this work shortly and issuing the Facilities Study on or before **Thursday, November 24, 2022.**

If there are any questions concerning this notification please call the PJM Project Manager for this project, Komal Patel.

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 8th day of February 2024.

/s/ David S. Berman
David S. Berman
Wright & Talisman, P.C.
1200 G Street, N.W., Suite 600
Washington, D.C. 20005-3898
(202) 393-1200

Attorney for
PJM Interconnection, L.L.C.