

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

Duquesne Light Company

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Docket No. ER24-2336-000

**MOTION TO INTERVENE AND COMMENTS IN SUPPORT
OF PJM INTERCONNECTION, L.L.C.**

Pursuant to Rules 212 and 214 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) Rules of Practice and Procedure,¹ and the Acting Secretary’s July 3, 2024 Notice in the above-captioned proceeding,² PJM Interconnection, L.L.C. (“PJM”) hereby moves to intervene in the above-captioned proceeding, and submits these comments in support.

I. MOTION TO INTERVENE

PJM respectfully moves to intervene in the above-captioned proceeding pursuant to Rules 212 and 214. PJM is a Commission-certified Regional Transmission Organization. PJM is a transmission provider under, and the administrator of, the PJM Open Access Transmission Tariff (“PJM Tariff”), operates the PJM Interchange Energy Market, the PJM Reliability Pricing Model (i.e., PJM’s forward capacity market), and coordinates the movement of wholesale electricity in the PJM region, which covers all or parts of thirteen states and the District of Columbia.

On June 21, 2024, the PJM Transmission Owners submitted proposed amendments to the Consolidated Transmission Owners Agreement (“CTOA”) in the above-captioned proceeding, pursuant to section 205 of the Federal Power Act (“FPA”),³ and in accordance with the appropriate

¹ 18 C.F.R. § 385.212; 18 C.F.R. § 385.214(a)(3) (“Any person seeking to intervene to become a party, other than the entities specified in paragraphs (a)(1) and (a)(2) of this section, must file a motion to intervene.”).

² *Duquesne Light Company*, Notice Extending Comment Period, Docket No. ER24-2336-000 (July 3, 2024) (“Upon consideration, notice is hereby given that the date for filing interventions, comments, and protests in the above-referenced proceedings is extended to and including July 22, 2024.”).

³ 16 U.S.C. § 824d.

amendment approval process of the PJM Transmission Owners Agreement-Administrative Committee (“TOA-AC”), as established under CTOA, section 8.5.1 (“CTOA Amendments”).

PJM is a counterparty to the CTOA, and the entity responsible for planning and operating the transmission assets of the PJM Transmission Owners, as established under the CTOA. The CTOA Amendments are the direct result of extensive negotiations and agreement between the PJM Transmission Owners and PJM, and were informed by discussion and input from PJM states and stakeholders. Accordingly, PJM has a direct, substantial, and independent interest in this proceeding, which no other party can adequately represent. PJM respectfully requests that the Commission grant this motion to intervene and that PJM be afforded all the rights of a party to this proceeding.

II. COMMENTS IN SUPPORT

PJM supports the CTOA Amendments, and encourages the Commission to accept them as proposed. The CTOA Amendments have been negotiated between the PJM Transmission Owners and PJM, and in May 2024 PJM’s independent Board of Managers (“Board”) authorized PJM to agree to the CTOA Amendments and the rights and commitments therein, after receiving extensive stakeholder and state input and conducting months of independent due diligence, as described in the Board’s May 31, 2024 correspondence.⁴

⁴ The Board’s May 31, 2024 correspondence is available here: <https://www.pjm.com/-/media/about-pjm/who-we-are/public-disclosures/2024/20240531-board-comm-moving-planning-protocol-from-oa-to-tariff-and-ctoa-revisions.ashx>. Note that the PJM Transmission Owners’ June 21, 2024 filing in this proceeding was submitted in connection with PJM’s separate June 21, 2024 filings in Docket Nos. EL24-119-000 and ER24-2338-000. Because the rights to plan the PJM Transmission Owners’ facilities, and any accompanying filing rights, ultimately reside with the PJM Transmission Owners and require PJM to obtain the Transmission Owners’ agreement to transfer, the changes proposed in this proceeding, and in Docket Nos. EL24-119 and ER24-2338, are ultimately necessary to ensure regulatory alignment between the grantors of these rights (the PJM Transmission Owners) and the grantee (PJM), as well as regulatory alignment among the CTOA, the Operating Agreement, and the PJM Tariff. Absent such alignment among the CTOA, the Operating Agreement, and the PJM Tariff, and harmonization of the two agreements, the ultimate effectuation of the transfer is not possible, legally or practicably. These filings were submitted with the mutual understanding that they reflect PJM and the PJM Transmission Owners’ agreement to the CTOA Amendments as a whole, and without acceptance of those amendments that include the PJM Transmission Owners’ agreement to

PJM supports the CTOA Amendments for two primary reasons. First, the CTOA Amendments will, in coordination with the proposed amendments to the PJM Tariff and Operating Agreement⁵ in Docket Nos. EL24-119 and ER24-2338, facilitate PJM’s ability to make independent proposals to the Commission under FPA section 205⁶ regarding transmission planning in the PJM Region, thereby enhancing PJM’s independence, allowing PJM to more quickly adapt to the planning challenges facing the PJM Region in the coming years, and aligning PJM with the status quo filing abilities of its sister Regional Transmission Organizations (“RTOs”). PJM has extensively described the benefits of these policy outcomes in its submissions in Docket Nos. EL24-119 and ER24-2338.

Second, the CTOA Amendments update and modernize the bilateral contractual relationship between PJM and its Member Transmission Owners in a manner that: (i) reasonably accounts for developments since the CTOA was first executed in 2006, including Commission orders and federal court decisions;⁷ and (ii) fundamentally strengthens the partnership and coordination necessary for PJM to meet the challenges of the coming decades. The bilateral contractual relationship between PJM and its Member Transmission Owners is *essential* to PJM’s ability to carry out its mission. While PJM does not view the CTOA as superior to any of its other governing documents, the CTOA is *unique* among PJM’s governing documents, in that it is: (i) a contract to which PJM is a direct counterparty; and (ii) a contract in which entities legally transfer

grant PJM with FPA section 205 filing rights over the PJM Tariff, PJM does not have the legal authority to effectuate the changes proposed in Docket Nos. EL24-119 and ER24-2338.

⁵ The PJM Tariff and Operating Agreement are currently located under PJM’s “Intra-PJM Tariffs” eTariff title, available here: <https://etariff.ferc.gov/TariffBrowser.aspx?tid=1731>. Terms not otherwise defined herein shall have the same meaning as set forth in the PJM, Operating Agreement, and the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

⁶ 16 U.S.C. § 824d.

⁷ See, e.g., *Am. Muni. Power, Inc. v. FERC*, 86 F.4th 922 (D.C. Cir. 2023).

the rights to plan and operate their assets directly to PJM. PJM's rights to operate and plan for these assets, and the PJM Transmission Owners' voluntary transfer of those rights, are foundational to PJM's ability to operate its unified system, administer its markets, and conduct network planning, all of which require the proactive and voluntary cooperation and engagement of PJM's Member Transmission Owners. After extensive consideration, PJM has independently determined that the CTOA Amendments will strengthen this bilateral relationship with its existing Member Transmission Owners so that the grid can be operated and planned in an efficient, independent manner that continues to provide significant benefits to the 65 million customers in the PJM Region.

III. CONCLUSION

Accordingly, PJM respectfully requests that the Commission grant this motion to intervene, accept these comments in support into the record of this proceeding, and accept the CTOA Amendments as proposed.

Respectfully submitted,

/s/ Thomas DeVita

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*Counsel for
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July 22, 2024

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 22nd day of July 2024.

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