

interconnection customer the right to make full use of its contracted for interconnection service and inject at the full level of energy contracted for in its interconnection agreement.⁵

EDPR is a Delaware limited liability company that develops, owns, and operates, through wholly or partially owned subsidiaries, renewable electric generation facilities throughout the United States, including in the PJM territory. As discussed further below, EDPR and PJM are parties to an interconnection agreement for EDPR's Meadow Lake I wind generating facility. Meadow Lake I does not utilize the entire contracted-for interconnection capacity to inject energy. EDPR therefore desires to utilize the surplus interconnection service to develop and interconnect a new solar generating facility, and submitted a surplus interconnection service request to PJM to do so. PJM has adopted unjust and unreasonable transmission business practices that rob PJM customers, including EDPR, of their right to realize the full interconnection capacity agreed to in an interconnection agreement. Pursuant to these business practices PJM summarily denied EDPR's surplus interconnection service request on the unlawful basis that EDPR intended to operate both its Meadow Lake I and its new solar generating facilities simultaneously but not to exceed the maximum contracted for interconnection capacity. No network upgrades would be required to grant EDPR's surplus interconnection service request. Commission action is therefore needed to remedy PJM's unjust and unreasonable actions.

⁵ Order No. 845 at P 467; *see also* Order No. 845-A at P 126 ("As long as the original interconnection customer remains in compliance with its LGIA, it retains the right to make full use of its contracted for interconnection service, and, so long as any necessary transmission service has been obtained, it may inject at the full level contracted for under its LGIA").

I. SURPLUS INTERCONNECTION SERVICE WAS CREATED BY THE COMMISSION TO ENSURE THAT INTERCONNECTION CAPACITY IS FULLY UTILIZED—AN OBJECTIVE THAT PJM REJECTS.

Surplus Interconnection Service arises when an original interconnection customer’s generating facility was studied for a generating capacity that is “in excess of the actual interconnection service required by the generating facility, at least during some periods.”⁶ In such a situation, a gap exists between the approved interconnection capacity and the actual level of interconnection service used by the facility. Surplus interconnection service fills this gap to ensure that existing interconnection facilities are used to their maximum capacity.

The Commission heralded Surplus Interconnection Service as “an expedited process” that would “reduce costs for interconnection customers and improve wholesale market competition by increasing the utilization of existing interconnection facilities and network upgrades rather than requiring new ones.”⁷ Surplus interconnection service can “improve capabilities at existing generation facilities, [] prevent stranded costs, and [] improve access to the transmission system.”⁸ Furthermore, it removes “economic barriers to development of complementary technologies” that can exist alongside existing generation, “such as electric storage resources.”⁹ Surplus Interconnection Service can also improve generating capabilities at existing generation facilities, and prevent stranded costs.¹⁰ “For these reasons, [the Commission found] that, where proper precautions are taken to ensure system reliability, it would be unjust and unreasonable to

⁶ Order No. 845 at P 471.

⁷ Order No. 845-A at P 119; *see also* Order No. 845 at P 467.

⁸ Order No. 845-A at P 119; *see also* Order No. 845 at P 467.

⁹ Order No. 845 at P 467.

¹⁰ *Id.*

deny an original interconnection customer the ability either to transfer or use for another resource Surplus Interconnection Service.”¹¹

The effective use of Surplus Interconnection Service offers PJM a lifeline to add needed generating capacity. PJM needs “new projects . . . to move into commercial operation” to compensate for “a host of premature retirements of existing generation.”¹² PJM has expressed concerns about its ability meet its future capacity needs,¹³ and one PJM analysis shows that 40 GW of existing generation in PJM are at risk of retirement by 2030.¹⁴

However, rather than embrace Surplus Interconnection Service, PJM has sought to kill it. When, in Order No. 2023, the Commission further revised the *pro forma* LGIP to enhance access to the Surplus Interconnection Service process, PJM asked the Commission to eliminate Surplus Interconnection Service altogether.¹⁵ The Commission declined and reaffirmed its encouragement of Surplus Interconnection Service on rehearing.¹⁶

Further proof of PJM’s intent to kill surplus interconnection service is found in its Order No. 2023 compliance filing wherein PJM states that “[it] has offered Surplus Interconnection

¹¹ *Id.* at P 471.

¹² *PJM Interconnection, L.L.C.*, Order Nos. 2023 and 2023-A Compliance Filing of PJM Interconnection, L.L.C. at 7, 14, Docket No. ER24-2045-000 (May 16, 2024) (“Compliance Filing”).

¹³ *Id.* at 7.

¹⁴ PJM, Energy in Transition in PJM: Resource Retirements, Replacements & Risks at 2 (Feb. 24, 2023), available at <https://www.pjm.com/-/media/library/reports-notices/special-reports/2023/energy-transition-in-pjm-resource-retirements-replacements-and-risks.ashx>. Another analysis estimates that between 24-58 GW of thermal resources alone are at risk of retiring by 2030. See Ethan Howland, “Up to 58 GW faces retirement in PJM by 2030 without replacement capacity in sight: market monitor,” UtilityDive (Mar. 18, 2024), <https://www.utilitydive.com/news/pjm-coal-gas-power-plant-risk-retirement-market-monitor/710518/#:~:text=About%202024%20GW%20to%2058,the%20grid%20operator's%20market%20monitor>.

¹⁵ *PJM Interconnection, L.L.C.*, Request for Clarification and Rehearing of PJM Interconnection, LLC at 37, Docket No. RM22-14-001 (Aug. 28, 2023)

¹⁶ *Improvements to Generator Interconnection Procedures & Agreements*, Order No. 2023-A, 186 FERC ¶ 61,199 at PP 560-61 (2024) (“Order No. 2023-A”) (“We also decline to grant PJM’s request for clarification that PJM is entitled to an independent entity variation to not provide surplus interconnection service.”).

Service for years,” but “few developers have requested it,”¹⁷ and that it was being required “to expand a service no one in PJM is requesting.”¹⁸ EDPR is proof positive that *someone* in PJM is requesting Surplus Interconnection Service. Moreover, EDPR has repeatedly engaged PJM in discussions to make Surplus Interconnection Service more widely utilized in the PJM territory, and submitted edits for consideration to PJM’s Manual 14H as part of PJM’s revisions process.¹⁹ The proposed revisions would have allowed for more flexibility in considering Surplus Interconnection Service and aligned PJM’s implementation with other regions, including in the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc.²⁰ PJM declined.

There is no puzzle as to *why* Surplus Interconnection Service is not widespread in PJM: PJM has adopted processes that prevent its use. PJM has denied its customers of “the ability either to transfer or use for another resource surplus interconnection service,” and therefore, PJM’s actions are “unjust and unreasonable.”²¹

II. THE COMMISSION IS REQUIRED BY SECTION 206 OF THE FEDERAL POWER ACT TO REMEDY UNJUST AND UNREASONABLE CONDUCT.

FPA Section 206 provides that, if the Commission determines that a “rate, charge, or classification” is “unjust, unreasonable, unduly discriminatory or preferential,” the Commission “shall determine the just and reasonable rate, charge, classification, rule, regulation, practice, or

¹⁷ Compliance Filing at 65.

¹⁸ *Id.*

¹⁹ PJM, PJM Manual 14H: New Service Requests Cycle Process (July 26, 2023), available at <https://pjm.com/-/media/documents/manuals/m14h.ashx>.

²⁰ See Midcontinent Independent System Operator, Inc., Open Access Transmission Tariff (OATT), Attachment X “Generator Interconnection Procedures”, Section 3.3; Southwest Power Pool, Inc., OATT, Sixth Revised Volume No. 1, at Attachment V “Generator Interconnection Procedures”, Section 3.3.

²¹ Order No. 845 at P 471.

contract to be thereafter observed and in force.”²² In determining what constitutes “undue discrimination,” the Commission looks to the provisions of the *pro forma* OATT, which has a “core objective of remedying undue discrimination.”²³ Practices that conflict with the *pro forma* OATT are presumed to be unduly discriminatory under Section 206 of the Federal Power Act.²⁴

The Commission determined in Order No. 845 that it would be unjust and unreasonable for a Transmission Provider to refuse to allow an Interconnection Customer to either transfer or use its surplus interconnection capacity, subject to two limiting conditions necessary to ensure system reliability.²⁵ First, that injections of energy do not exceed the level established in the original Interconnection Customer’s generator interconnection agreement;²⁶ and second, that the surplus interconnection does not require new Network Upgrades.²⁷ Otherwise, Surplus Interconnection Service must be made available. The Commission has also further clarified that an analysis of a request for Surplus Interconnection Service “should not be conflated” with the traditional interconnection processes’ “material modification” analysis.²⁸

²² 16 U.S.C. § 824e.

²³ See *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 72 Fed. Reg. 12,266 (Mar. 15, 2007), FERC Stats. & Regs. ¶ 31,241 at P 1 (2007) (“Order No. 890”), *order on reh’g*, Order No. 890-A, 73 Fed. Reg. 2984 (Jan. 16, 2008), FERC Stats. & Regs. ¶ 31,261 (2007), *order on reh’g*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh’g and clarification*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009).

²⁴ See Order No. 890 at P 135 (“After the submission of their FPA section 206 compliance filings, these transmission providers may submit FPA section 205 filings proposing rates for the services provided for in the tariff, as well as non-rate terms and conditions that differ from those set forth in the Final Rule if those provisions are ‘consistent with or superior to’ the *pro forma* OATT.”).

²⁵ Order No. 845 at PP 471-72.

²⁶ *Id.* at PP 472, 475 (“[S]urplus interconnection service cannot exceed the total interconnection service already provided by the original interconnection customer’s LGIA”).

²⁷ Order No. 845-A at P 138.

²⁸ *Improvements to Generator Interconnection Procedures & Agreements*, Order No. 2023, 184 FERC ¶ 61,054 at P 1418 (2023) (“Order No. 2023”).

III. ARGUMENT

A. PJM Arbitrarily Denied EDPR's Request for Use of Surplus Interconnection Service at Its Meadow Lake I Facility.

EDPR submitted a Surplus Interconnection Service request in August 2023.²⁹ EDPR sought to utilize surplus service available at the Meadow Lake I Facility, a 200 MW wind farm that connects to PJM via the Meadow Lake Switching Station.³⁰ The request would have added solar generation to the Meadow Lake I Facility,³¹ which was not fully utilizing its interconnection service. The EDPR Request satisfied the applicable criteria for Surplus Interconnection Service established by the Commission, because the facility output and interconnection capacity would not exceed the 200 MW allowed to the Meadow Lake I facility, and the request required no Network Upgrades.

On March 12, 2024, PJM asked EDPR if it intended to operate the wind and solar facilities simultaneously.³² On March 25, at 11:15 a.m., EDPR confirmed that this was EDPR's intent.³³ Five hours and forty-six minutes later, PJM denied EDPR's request. PJM stated that:

If the two (2) resources, existing wind and new solar, would be operated simultaneously, the Surplus Service Request cannot be accepted. The Surplus Resource would be adding fault current to the grid from the solar inverters. This would produce material impacts to the Transmission System with regard to short circuit capability limits.³⁴

²⁹ Form of Surplus Interconnection Study Agreement, Project Identifier #S06 (Aug. 7, 2023) (attached hereto as Exhibit A).

³⁰ *See id.*, Section 3.d.

³¹ EDPR's Meadow Lake I facility, project identifier number S06, began operation in 2009 and is currently operating with no plans to retire. *See id.*, Section 3.a.

³² *See* Email from Stacey Nestle, PJM, to Dustin Huff, EDPR (Mar. 12, 2024, 3:33 P.M.) (attached hereto as Exhibit B).

³³ *Id.*, Email from Dustin Huff, EDPR to Stacey Nestle, PJM (Mar. 25, 2024, 11:15 A.M.).

³⁴ *Id.*, Email from Stacey Nestle, PJM, to Dustin Huff, EDPR (Mar. 25, 2024, 5:01 P.M.).

PJM’s denial of EDPR’s request for Surplus Interconnection Service at its Meadow Lake I facility conflicts with Order No. 845 and Commission precedent. As discussed above, Surplus Interconnection Service must be provided up to (i) the level established in the Interconnection Customer’s GIA, and (ii) the level that can be accommodated without requiring the construction of new Network Upgrades. The Commission acknowledged in Order No. 845-A that:

[A] surplus interconnection service customer may have significantly different electrical characteristics (e.g., short circuit contribution, fault current, harmonic profile) than the original interconnection customer, and that those differences may sometimes result in the need to take actions up to and potentially including the construction of new network upgrades to maintain the reliable operation of the system in order to accommodate the new surplus interconnection request.³⁵

The Commission then “clarif[ied] that surplus interconnection service is only available up to the amount that can be accommodated without requiring new network upgrades.”³⁶ If the request can be accommodated while preserving reliable operations through actions other than new network upgrades, surplus interconnection service must be available.³⁷

Nonetheless, PJM summarily denied the request because the existing wind and proposed solar projects would operate “simultaneously”³⁸ an unlawful basis for denying a surplus interconnection service request. The Commission provides that “an existing interconnection customer” may use “surplus interconnection service available at a particular point under a variety of circumstances.”³⁹ Those circumstances could include facilities available “on a continuous basis (i.e., a certain number of MW of surplus interconnection service always available for use by a co-located generating facility), or on a scheduled, periodic basis (i.e., a specified number of

³⁵ Order No. 845-A at P 138.

³⁶ *Id.*

³⁷ This approach is confirmed in Section 3.3.1 of the *pro forma* LGIP.

³⁸ Ex. B, Email from Stacey Nestle, PJM, to Dustin Huff, EDPR (Mar. 25, 2024, 5:01 P.M.).

³⁹ Order No. 845 at P 472.

MW available intermittently).”⁴⁰The Commission notes that “[t]his would include situations where existing generating facilities operate infrequently, such as peaker units, or operate often below their full generating facility capacity, such as variable generation.”⁴¹

Importantly, the Commission elaborated in Order No. 2023, in response to a comment from Idaho Power, that Surplus Interconnection Service may be used to “firm up the underlying generating facility” and noted that facilities could be “configured to inject together” provided that the simultaneous injection “did not exceed the original interconnection service limit.”⁴² The Commission intended for Surplus Interconnection Service to be used to bring variable generation facilities, such as solar and wind facilities, up to their full, allowable interconnection capacity. PJM’s denial of EDPR’s intended simultaneous use of its interconnection capacity is therefore unjust and unreasonable.

B. PJM’s Unduly Discriminatory and Preferential Surplus Interconnection Service Process Creates Unjust and Unreasonable Increased Costs.

In its Orders, the Commission chose to adopt a simple framework for Surplus Interconnection Service requests in order to enhance the ability to *use* available interconnection service outside the queue process. PJM has taken another path. PJM has sought to frustrate anyone seeking to use Surplus Interconnection Service to realize their full interconnection capacity under their GIA. This they cannot do. “[T]ransmission planners may make reasonable assumptions as to future transmission system use to plan for transmission system maintenance,” but “the transmission provider has no right to assume in all circumstances that unused interconnection service will remain unused indefinitely.”⁴³ Rather, if “the original

⁴⁰ Order No. 845 at P 472.

⁴¹ *Id.* at P 472 n.835.

⁴² Order No. 2023 at P 1444.

⁴³ Order No. 845-A at P 126.

interconnection customer remains in compliance with its LGIA, it retains the right to make full use of its contracted for interconnection service, and . . . may inject at the full level contracted for under its LGIA.”⁴⁴ PJM, however, is implementing surplus interconnection service in a manner that is unjust, unreasonable, and unduly discriminatory and preferential.

- (1) PJM’s transmission business practices incorporate unlawful criteria that are used to preclude use of surplus interconnection service.

PJM’s OATT and Manual 14 create a difficult-to-use and convoluted process for using Surplus Interconnection Service.⁴⁵ PJM Manual 14 provides that Surplus Interconnection Service will only be permitted if the Surplus Interconnection Study confirms that there are no material impacts on short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response of the Transmission System.⁴⁶ This PJM cannot do. The *pro forma* LGIP provides for a *study* of such factors and the impact of the requested service on reliability, but only to “identify any additional Interconnection Facilities and/or Network Upgrades necessary.”⁴⁷ The Commission meant only to ensure that whatever impact exists requires no new construction or upgrades to resolve. This was made even more clear in Order No. 2023 when the Commission stated bluntly that a request for Surplus Interconnection Service “should not be conflated” with the traditional interconnection processes’ “material modification” analysis.⁴⁸ PJM, on the other hand, does not ask whether new upgrades are required but instead whether PJM considers the impact “material.” PJM sets its sensitivity for impacts so low that any request, however reasonable, will be denied.

⁴⁴ *Id.*

⁴⁵ See generally PJM Manual 14H at 129-35.

⁴⁶ *Id.*

⁴⁷ *Pro forma* LGIP, Section 3.3.

⁴⁸ Order No. 2023 at P 1418.

Unsatisfied, PJM went farther with its PJM Manual 14H, incorporating the three above requirements and adding to it. The Manual also identifies four factors that “impact the eligibility of surplus interconnection service:”

- The parallel/simultaneous versus independent operation of the existing and surplus unit;
- Thermal capability, circuit capability and dynamic capability;
- Thermal capability at various seasonal conditions and associated fuel-based dispatch assumptions; and
- For battery storage, whether or not the battery will charge from the grid.

The PJM Manual then lists two illustrative scenarios that *may*, and four illustrative scenarios that *may not* be eligible for Surplus Interconnection Service based on their expected material impact on the Transmission System (Table 1).

Table 1. Manual 14H – Examples of Eligible and Ineligible Requests	
Examples of Requests that <i>May</i> Be Eligible for Surplus Interconnection Service	Examples of Requests that <i>May Not</i> Be Eligible for Surplus Interconnection Service
1. Adding a DC-coupled battery storage surplus unit that is not charging from the grid to an existing wind facility.	1. Adding an AC-coupled battery storage surplus unit that is charging from the grid to an existing wind or solar facility.
2. Adding a DC-coupled solar unit to an existing battery storage facility	2. Adding a DC-coupled battery storage surplus unit that is not charging from the grid to an existing solar facility.
	3. Adding a battery storage, wind or solar surplus unit to an existing Synchronous generating facility.
	4. Adding a synchronous surplus unit that operates in parallel with an existing Synchronous Generating Facility.

PJM’s examples create *de facto* categorical denials. This is inappropriate and unduly discriminatory. The Commission recognized “that a surplus interconnection service customer may have significantly different electrical characteristics (e.g., short circuit contribution, fault

current, harmonic profile) than the original interconnection customer.”⁴⁹ The limit the *Commission* imposed was simpler: “surplus interconnection service is only available up to the amount that can be accommodated without requiring new network upgrades.”⁵⁰

These deviations from the *pro forma* OATT are substantial. PJM flips Order No. 845’s directive that Surplus Interconnection Service will be available (subject to limited, objective conditions) to a vague, discretionary process where PJM’s default presumption is that Surplus Interconnection Service is *not* available. Even if the requirements laid out by the Commission in Order No. 845 are satisfied, PJM will deny a request.

- (2) PJM has established a presumption against simultaneous operation, for which there is no basis in Commission precedent.

As discussed above in response to EDPR’s request to utilize surplus interconnection service, PJM is applying a discriminatory bar on simultaneous operation. The Commission recognized in Order No. 2023 that Surplus Interconnection Service may be used to “firm up the underlying generating facility,” provided that it does not inject in excess of the original interconnection service level.⁵¹ The Commission itself does not see simultaneous injection as a basis for denying request for surplus service.

PJM, however, disagrees with the Commission. PJM includes adding “a synchronous surplus unit that operates in parallel with an existing Synchronous Generating Facility” as an example of a unit that *may not be eligible* for Surplus Interconnection Service. PJM prohibits what the Commission expressly allowed in Order No. 845, i.e., that Surplus Interconnection Service be available for facilities that operate on a continuous basis or on a periodic basis.⁵²

⁴⁹ Order 845-A at P 138.

⁵⁰ *Id.*

⁵¹ Order No. 2023 at P 1444.

⁵² Order No. 845 at P 472.

PJM, in fact prohibits the most foreseeable use of surplus interconnection service: adding additional variable generation to an existing variable generation facility. The Commission has never endorsed such a strict interpretation of when Surplus Interconnection Service is appropriate. Therefore, the Commission should reject PJM’s attempt to render it a null instrument.

(3) PJM unlawfully utilizes a material modification analysis when considering surplus interconnection service requests.

Finally, PJM imports a material modification analysis into the consideration of Surplus Interconnection Service request process. PJM will reject a request if it determines “there may be material impacts on short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response of the Transmission System.”⁵³ This is the material modification analysis applicable to the traditional interconnection process, which the Commission has already clarified is distinct from the Surplus Interconnection Service and stated that the “two processes should not be conflated.”⁵⁴ Furthermore, PJM frees itself from rendering a determination on whether the material impact will be realized and allows itself the discretion to terminate any request that *may* cause a material impact on the system.

In stark contrast to PJM, SPP expanded its Surplus Interconnection Service Process to allow requests where network upgrades *would* be required to accommodate the request.⁵⁵ There, the Commission approved SPP’s “material adverse impact” analysis for granting any request that would require a new network upgrade.⁵⁶ But it did so only to protect existing interconnection queue customers from queue jumping; SPP’s material impact test applied only to the effects on

⁵³ PJM OATT, Part IV Section 36.4(3).

⁵⁴ Order No. 2023 at P 1418.

⁵⁵ *Sw. Power Pool, Inc.*, 181 FERC ¶ 61,269 at P 7 (2022).

⁵⁶ *Id.* at PP 15-17.

“the cost or timing of any” pending Interconnection Requests, not to SPP’s broader system.⁵⁷

And SPP was clear that this material impact analysis did *not* apply to any request that could be accommodated without new network upgrades.⁵⁸ Therefore, PJM’s attempt to apply its far broader test to all Surplus Interconnection Service requests conflicts with Commission precedent.

The Commission has already provided the conditions on the provision of Surplus Interconnection Service. The Commission has already weighed what impacts on reliability preclude granting such a request. PJM’s material adverse impact test did not make the cut. Therefore, PJM’s attempt to eliminate the use of surplus interconnection service is unjust, unreasonable, and unduly discriminatory or preferential.

IV. REQUEST FOR RELIEF

There is a direct and substantial conflict between the manner in which PJM implements its Surplus Interconnection Service and the approach it proposes to implement the reforms to Surplus Interconnection Service in its Compliance Filing, and the process required under the Commission’s *pro forma* OATT. PJM’s actions (and inaction) impose significant economic harm on EDPR and other PJM customers and undermines the overall purpose of Surplus Interconnection Service. Therefore, for the reasons explained herein, EDPR requests that the Commission both direct PJM to approve EDPR’s individual request for Surplus Interconnection Service and revise its implementation of Surplus Interconnection Service to align with the Commission’s clear policy favoring Surplus Interconnection Service. Absent expedited action by the Commission, the conflict will continue, and the harms borne by EDPR and others will continue unabated for an unforeseeable amount of time.

⁵⁷ *Id.* at PP 7-8, 15-17.

⁵⁸ *Id.* at P 10.

V. OTHER MATTERS

A. Identification of Violation of Regulatory Requirement (18 C.F.R. § 385.206(b)(1))

EDPR identified in Section II and III of this filing the tariff violations resulting from PJM's improper denial of EDPR's request for Surplus Interconnection Service, as well as PJM's implementation of the Surplus Interconnection Service generally.⁵⁹ Specifically, PJM's actions violate the Surplus Interconnection Service provisions contained in Section 3.3 (Utilization of Surplus Interconnection Service) and Section 3.3.1 (Surplus Interconnection Service Requests) of the *pro forma* OATT, as well as relevant Commission Orders.⁶⁰

B. Explanation of the Violation (18 C.F.R. § 385.206(b)(2))

PJM's implementation of the Surplus Interconnection Service process is not consistent with the *pro forma* OATT. As discussed in Sections II and III above, PJM improperly denied EDPR access to Surplus Interconnection Service. Moreover, PJM has implemented Surplus Interconnection Service in manner that is inconsistent with Order Nos. 845, 845-A, 2023, and 2023-A.⁶¹

C. Interests Presented (18 C.F.R. § 385.206(b)(3))

EDPR describes its business, commercial, and economic interests in the introduction to this Complaint as well as in Section III of this Complaint.

⁵⁹ See generally Pro Forma OATT, Section 3.3, Utilization of Surplus Interconnection Service; Section 3.3.1, Surplus Interconnection Service Requests Order No. 845; Order No. 845-A; Order No. 2023; Order No. 2023-A.

⁶⁰ See generally Pro Forma OATT, Section 3.3, Utilization of Surplus Interconnection Service; Section 3.3.1, Surplus Interconnection Service Requests Order No. 845; Order No. 845-A; Order No. 2023; Order No. 2023-A.

⁶¹ See generally Pro Forma OATT, Section 3.3, Utilization of Surplus Interconnection Service; Section 3.3.1, Surplus Interconnection Service Requests Order No. 845; Order No. 845-A; Order No. 2023; Order No. 2023-A.

D. Financial Impact (18 C.F.R. § 206(b)(4))

EDPR described the financial impact of PJM's nonconforming and discriminatory Surplus Interconnection Service process in the introduction to this Complaint, as well as in Section III of this Complaint.

E. Non-Financial Impact (18 C.F.R. § 385.206(b)(5))

EDPR described non-financial harms, including reduced efficiency and denial of access to a contractual right, throughout this Complaint and most specifically in the introduction to the Complaint as well as in Sections I, II, and III.

F. Other Pending Proceedings (18 C.F.R. § 385.206(b)(6))

EDPR recently filed a Protest in response to the compliance filing submitted by PJM in response to Order Nos. 2023 and 2023-A.⁶² While the Protest relates to PJM's treatment of Surplus Interconnection Service, that proceeding deals with a separate but related matter, PJM's response to Order Nos. 2023/2023, and its resolution will not remedy the harm caused to EDPR discussed in this Complaint.

G. Relief Requested (18 C.F.R. § 385.206(b)(7))

EDPR described the relief it is requesting from the Commission in Section IV of this Complaint.

H. Supporting Documents (18 C.F.R. § 385.206(b)(8))

Attached to this Complaint as Attachment A are: (1) email correspondence between EDPR and PJM related to its request for Surplus Interconnection Service, and (2) the application for Surplus Interconnection Service that EDPR submitted to PJM.

⁶² Protest of EDP Renewables North America, LLC, Docket No. ER24-2045-000 (June 20, 2024).

I. Other Processes to Resolve Complaint (18 C.F.R. § 206(b)(9))

As explained in Sections I and III of this Complaint, EDPR has attempted to work constructively with PJM on EDPR's request for Surplus Interconnection Service and tried to assist PJM in reforming its approach to implementation of Surplus Interconnection Service. PJM has refused to work with EDPR on either issue.

J. Notice of Complaint (18 C.F.R. § 385.206(b)(10))

A form notice of complaint has been attached to this Complaint.

K. Request for Fast Track Processing (18 C.F.R. § 385.206(b)(11))

EDPR respectfully requests fast track processing of this complaint pursuant to Rule 206(h) of the Commission's regulations. 18 C.F.R. §385.206(h). This Complaint requires expeditious resolution. Interconnections customers have a contractual right to transfer or use surplus interconnection service. PJM has arbitrarily denied EDPR access to this right, causing significant delay and unnecessary costs. Furthermore, as noted in Section I of this Complaint, Surplus Interconnection Service is a tool available to PJM to help it meet its projected demand and respond to retirements—that process should start as soon as possible.

L. Notices and Communications

EDPR requests that the following names be placed on the service list for this proceeding by the Commission and that all correspondence and communications with respect to this proceeding may be addressed to the following:

Meredith Berger Chambers
Chief Legal Officer & Secretary
EDP Renewables North America LLC
1501 McKinney Street
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Houston, TX 77010
Tel: (832) 289-8334
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Director, Regulatory and Market Affairs
EDP Renewables North America LLC
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Northville, MI 48168
Tel: (248) 533-4234
david.mindham@edp.com

VI. CONCLUSION

WHEREFORE, EDPR verifies that the statements made above are true and accurate to the best of its knowledge and respectfully requests that the Commission grant the relief requested in this Complaint.

Respectfully submitted,

/s/ Meredith Berger Chambers
Meredith Berger Chambers
Chief Legal Officer & Secretary
EDP Renewables North America LLC
1501 McKinney Street
Suite 1300
Houston, TX 77010
Tel: (832) 289-8334
meredith.chambers@edp.com

Dated: July 3, 2024

EXHIBIT A

Form of Surplus Interconnection Study Agreement, Project Identifier #S06 (Aug. 7, 2023)

**Form of
Surplus Interconnection Study Agreement**
(Project Identifier #S06)

RECITALS

1. This Surplus Interconnection Study Agreement (the “Agreement”), dated as of 08/07/2023, is entered into, by and between Meadow Lake Wind Farm LLC (“Surplus Project Developer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) (individually referred to as a “Party,” or collectively referred to as the “Parties”) pursuant to the Generation Interconnection Procedures (“GIP”) set forth in PJM Interconnection, L.L.C. Open Access Transmission Tariff (“Tariff”), Part VIII. Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the Tariff.
2. By submitting this Agreement and complying with the GIP, the Surplus Project Developer has submitted a Surplus Interconnection Request. In accordance with Tariff, Part VIII, Subpart E, section 414, the Surplus Project Developer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
3. By submitting this Agreement to the Transmission Provider, the Surplus Project Developer requests to utilize Surplus Interconnection Service on the Transmission System of an existing Generating Facility with the following specifications:
 - a. Identification of the specific, existing Generating Facility already interconnected to the PJM Transmission System providing Surplus Interconnection Service, including whether the Surplus Project Developer requesting Surplus Interconnection Service is the owner or affiliate of the existing Generating Facility, and details regarding the existing Generating Facility’s current Generator Interconnection Agreement or Interconnection Service Agreement (“Service Agreement”).

Meadow Lake I is an operational 200-MW wind farm that connects to PJM via the Meadow Lake Switching Station which tapped AEP's Olive-DeQuine 345kV line. The SO6 ISA & ICSA were originally issued in ~~2008~~
If the Surplus Project Developer is an unaffiliated third party, the Surplus Project Developer must submit with this Agreement the following information and documentation acceptable to the Transmission Provider:

- i. Name and address of the current owner of the existing Generating Facility, including details specific to the existing Generating Facility's most current Service Agreement, including the Service Agreement Number:
 - ii. Written evidence from the owner of the existing Generating Facility granting Surplus Project Developer permission to utilize the existing Generating Facility's unused portion of Interconnection Service established in the existing Generating Facility's Service Agreement; and
 - iii. Written documentation stating that the owner of the surplus generating unit and the owner of the existing Generating Facility will have entered into, prior to the owner of the existing Generating Facility executing a revised Generator Interconnection Agreement, a shared facilities agreement between the owner of the existing Generating Facility and the owner of the surplus generating unit detailing their respective roles and responsibilities relative to the Surplus Interconnection Service.
- b. Evidence of ownership interest in, or right to acquire or control, the surplus generating unit for a minimum of three years, such as a deed, option agreement, lease or other similar document acceptable to the Transmission Provider. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof.
Site control attached to surplus interconnection application.
- c. Location of proposed surplus generating unit site or existing surplus generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the surplus generating unit site):
Site map attached to surplus interconnection application.
- d. The megawatt size of the proposed surplus generating unit or the amount of increase in megawatt capability of an existing surplus generating unit.
EDP will add 200MW of solar generating capability to the existing 200MW wind farm. Maximum facility output will remain at 200MW.

- e. Identify the fuel type of the surplus generating unit or upgrade thereto:
Solar.

- f. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the surplus generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:
Single line diagram attached to surplus interconnection application.

- g. Planned date the new surplus generating unit (or increase in megawatt capability of an existing surplus generating unit) will be in service:
10/31/2026

- h. Other related information, including for example, but not limited to, identifying: all of Surplus Project Developer's prior Interconnection Requests or Surplus Interconnection Requests; and stating whether the Surplus Project Developer has submitted a previous Surplus Interconnection Request for this particular project:

No previous surplus interconnection requests have been submitted for S06.

- i. Describe the circumstances under which Surplus Interconnection Service will be available at the existing Point of Interconnection:

By adding 200MW of solar via PJM's surplus interconnection process EDP plans to be able to offer Meadow Lake I's maximum facility output more often during on-peak hours.

- j. If any Energy Storage Resource, the primary frequency response operating range for a surplus generating unit:

Minimum State of Charge: _____; and

Maximum State of Charge: _____.

PURPOSE OF THE SURPLUS INTERCONNECTION STUDY

- 4. Consistent with the GIP, the Transmission Provider shall conduct a Surplus Interconnection Study to provide the Surplus Project Developer with a determination of whether the surplus generating unit is eligible for Surplus Interconnection Service. In the

event that the Transmission Provider is unable to complete the Surplus Interconnection Study within the timeframe prescribed in the GIP, the Transmission Provider shall notify the Surplus Project Developer and explain the reasons for the delay.

5. The Surplus Interconnection Study conducted hereunder will provide only a sensitivity analysis based on the data specified by the Surplus Project Developer in its Surplus Interconnection Request. The Surplus Interconnection Study necessarily will employ various assumptions regarding the Surplus Interconnection Request, other pending New Service Requests and PJM's Regional Transmission Expansion Plan at the time of the study. The Surplus Interconnection Study will not obligate the Transmission Provider or the Transmission Owner(s) to interconnect with the Surplus Project Developer or construct any facilities or upgrades.

CONFIDENTIALITY

6. The Surplus Project Developer agrees to provide all information requested by the Transmission Provider necessary to complete the Surplus Interconnection Study. Subject to Paragraph 7 of this Agreement and to the extent required by the GIP, information provided pursuant to this Paragraph 6 shall be and remain confidential.
7. Until completion of the Surplus Interconnection Study, the Transmission Provider shall keep confidential all information provided to it by the Surplus Project Developer. Upon completion of the Surplus Interconnection Study and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Surplus Project Developer shall remain confidential.
8. Surplus Project Developer acknowledges that, consistent with the Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Surplus Interconnection Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

COST RESPONSIBILITY

9. The Surplus Project Developer shall reimburse the Transmission Provider for the actual cost of the Surplus Interconnection Study. The deposit paid by the Surplus Project Developer described in Paragraph 2 of this Agreement shall be applied toward the Surplus Project Developer's Surplus Interconnection Study cost responsibility. The Surplus Project Developer shall be responsible for and must pay all actual study costs. If at any time the Transmission Provider notifies the Surplus Project Developer of estimated additional study costs, the Surplus Project Developer must pay such estimated additional study costs within 20 Business Days of Transmission Provider sending the Surplus Project Developer notification of such estimated additional study costs. If the Surplus Project Developer fails to pay such estimated additional study costs within 20 Business Days of Transmission Provider sending the Surplus Project Developer notification of such estimated additional study costs, then the Surplus Interconnection Request shall be deemed to be terminated and withdrawn.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Surplus Interconnection Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Surplus Project Developer and possibly by third parties, including the owner of the existing Generating Facility, and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SURPLUS INTERCONNECTION STUDY. The Surplus Project Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Surplus Interconnection Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Surplus Project Developer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Surplus Interconnection Study Agreement.

Without limitation of the foregoing, the Surplus Project Developer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Surplus Interconnection Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty, Limitation of Liability."

MISCELLANEOUS

12. Any notice, demand, or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered, or delivered electronically, or by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below.

Transmission Provider

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
interconnectionagreementnotices@pjm.com

Surplus Project Developer

Meadow Lake Wind Farm LLC

1501 McKinney St, Suite 1300

Houston, TX 77010

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto. Parties acknowledge that, subsequent to execution of this agreement, errors may be corrected by replacing the page of the agreement containing the error with a corrected page, as agreed to and signed by the parties without modifying or altering the original date of execution or obligations contained therein.
15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.
16. Neither this Agreement nor the Surplus Interconnection Study performed hereunder shall be construed as an application for service under Tariff, Part II or Tariff, Part III.
17. The provisions of the GIP that relate to Surplus Interconnection Service are incorporated herein and made a part hereof.
18. **Governing Law, Regulatory Authority, and Rules**

This Agreement shall be deemed a contract made under, and the interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with, the applicable Federal and/or laws of the State of Delaware without regard to conflicts of laws provisions that would apply the laws of another jurisdiction. This Agreement is subject to all Applicable Laws and Regulations. Each Party

expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. No Third-Party Beneficiaries

Except as stated in Paragraph 11 of this Agreement, this Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

20. Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

21. No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

22. Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

23. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Surplus Project Developer Surplus Project Developer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered.

CERTIFICATION

By initialing the line next to each of the following required elements, Surplus Project Developer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Surplus Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):

tl

Specification of the location of the proposed surplus generating unit site or existing surplus generating unit (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the surplus generating unit site)

^{DS}
tl

If the Surplus Project Developer is an unaffiliated third party, the information and evidence set forth in Paragraph 3(a)(i) – (iii) of this Agreement

^{DS}
tl

Evidence of an ownership interest in, or right to acquire or control the surplus generating unit site

^{DS}
tl

The megawatt size of the proposed surplus generating unit or the amount of increase in megawatt capability of an existing surplus generating unit

^{DS}
tl

Identification of the fuel type of the proposed surplus generating unit

^{DS}
tl

Description of the equipment configuration and a set of preliminary electrical design specifications, and, if the surplus generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator

^{DS}
tl

The planned date that the proposed surplus generating unit (or increase in megawatt capability of an existing surplus generating unit) will be in service

^{DS}
tl

All additional information prescribed by the Transmission Provider in the PJM Manuals

^{DS}
tl

The full amount of the required deposit

IN WITNESS WHEREOF, the Transmission Provider and the Surplus Project Developer have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: _____
Name Title Date

Printed Name

Surplus Project Developer: Meadow Lake Wind Farm LLC

DS
JK

By: Thomas LoTurco EVP Eastern US, Canada & Gov't Affairs AUGUST 7, 2023
Name Title Date

Thomas LoTurco

Printed Name

EXHIBIT B

Emails

Email from Stacey Nestle, PJM, to Dustin Huff, EDPR (Mar. 12, 2024, 3:33 P.M.)

Email from Dustin Huff, EDPR to Stacey Nestle, PJM (Mar. 25, 2024, 11:15 A.M.)

Email from Stacey Nestle, PJM, to Dustin Huff, EDPR (Mar. 25, 2024, 5:01 P.M.)

From: Nestel, Stacey, L <Stacey.Nestel@pjm.com>
Sent: Monday, March 25, 2024 5:01 PM
To: DUSTIN HUFF <DUSTIN.HUFF@EDP.COM>
Cc: IP Admin <IPAdmin@pjm.com>; Kramp, Peter <Peter.Kramp@pjm.com>; Caixeta Moreira, Daniel <Daniel.CaixetaMoreira@pjm.com>; Lambert, Andrew J <Andrew.Lambert@pjm.com>; Franks, Edmund <Edmund.Franks@pjm.com>; ABDUL ARDATE <ABDUL.ARDATE@EDP.COM>; DEREK KOU <DEREK.KOU@EDP.COM>; LIXIA LI <LIXIA.LI@EDP.COM>
Subject: RE: Surplus Service Request - Black Prairie
Importance: High

Hi Dustin.

If the two (2) resources, existing wind and new solar, would be operated simultaneously, the Surplus Service Request cannot be accepted. The Surplus Resource would be adding fault current to the grid from the solar inverters. This would produce material impacts to the Transmission System with regard to short circuit capability limits.

Please let me know any questions. Thank you.

Stacey Nestel
Sr. Engineer II, Interconnection Projects
(610)283-9371 (Mobile) | Stacey.Nestel@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

For more information on Expedited Process/TC1 Classification and the FAQs please review [Expedited/TC1/FAQ's](#)
For more information on the Interconnection Process Reform, please review our FAQ website [HERE](#)
For transition status updates, please review information provided at the [Interconnection Process Subcommittee](#)

From: DUSTIN HUFF <DUSTIN.HUFF@EDP.COM>
Sent: Monday, March 25, 2024 11:15 AM
To: Nestel, Stacey, L <Stacey.Nestel@pjm.com>
Cc: IP Admin <IPAdmin@pjm.com>; Kramp, Peter <Peter.Kramp@pjm.com>; Caixeta Moreira, Daniel <Daniel.CaixetaMoreira@pjm.com>; Lambert, Andrew J <Andrew.Lambert@pjm.com>; Franks, Edmund <Edmund.Franks@pjm.com>; ABDUL ARDATE <ABDUL.ARDATE@EDP.COM>; DEREK KOU <DEREK.KOU@EDP.COM>; LIXIA LI <LIXIA.LI@EDP.COM>
Subject: RE: Surplus Service Request - Black Prairie

! 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.

Hi, Stacey-

#1 Yes, EDP intends on operating the wind and solar simultaneously.

#2 EDP does not plan on updating the existing MPT. I'm working with our engineering team to provide an updated MPT showing the correct (existing) MPT.

Thanks,

Dustin



DUSTIN HUFF
TRANSMISSION & INTERCONNECTION
Located in Dexter, MI



From: Nestel, Stacey, L <Stacey.Nestel@pjm.com>
Sent: Tuesday, March 12, 2024 3:33 PM
To: DUSTIN HUFF <DUSTIN.HUFF@EDP.COM>
Cc: IP Admin <IPAdmin@pjm.com>; Kramp, Peter <Peter.Kramp@pjm.com>; Caixeta Moreira, Daniel <Daniel.CaixetaMoreira@pjm.com>; Lambert, Andrew J <Andrew.Lambert@pjm.com>; Franks, Edmund <Edmund.Franks@pjm.com>; ABDUL ARDATE <ABDUL.ARDATE@EDP.COM>; DEREK KOU <DEREK.KOU@EDP.COM>
Subject: Surplus Service Request - Black Prairie

Hello Dustin. I apologize for the delay in responding to your surplus request. Please see the questions below from our analysis engineers. If you could please respond.

Thank you and let me know any questions.

1. Does the developer plan to be able to operate these 2 resources (existing wind and new solar) simultaneously?
2. The single line provided identifies the existing 345/34.5 kV transformer would be replaced (and the new transformer would have a 34.5 kV neutral grounding reactor)? This transformer I believe already exists to support the Meadowlake wind farm. We would need confirmation on this and to evaluate the existing transformer impedances with the new one since this would not only be adding a Surplus resource but also replacing existing GO equipment behind the POI.

Stacey Nestel
Sr. Engineer II, Interconnection Projects
(610)283-9371 (Mobile) | Stacey.Nestel@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on [insert date].

Debbie-Anne A. Reese
Acting Secretary