UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

PJM Interconnection, L.L.C.	)	Docket No. ER24-98-000

ANSWER AND MOTION FOR LEAVE TO ANSWER OF THE INDEPENDENT MARKET MONITOR FOR PJM

Pursuant to Rules 212 and 213 of the Commission's Rules and Regulations,[1] Monitoring Analytics, LLC, acting in its capacity as the Independent Market Monitor ("Market Monitor") for PJM Interconnection, L.L.C. ("PJM"),[2] submits this answer, and moves for leave to answer, the answer to protests filed in the this proceeding by PJM on December 21, 2023 ("PJM Answer"). PJM fails to admit and fails even to address the fact that the PJM proposal included in its filing submitted October 13, 2023 ("October 13th Filing"), would eliminate market power mitigation.[3] PJM fails to admit and fails even to address the fact that the PJM proposal would undo the fundamental link between the energy market and the capacity market created by the energy and ancillary services net revenue offset. PJM fails to admit that the PJM proposal would eliminate the current role of the Market Monitor in the review of market seller offers. The PJM Answer fails to refute the arguments raised on protest by the Market Monitor and other parties, and fails to show that its proposed rules are just

---

1 18 CFR §§ 385.212 & 385.213 (2023).

2 Capitalized terms used herein and not otherwise defined have the meaning used in the PJM Open Access Transmission Tariff ("OATT"), the PJM Operating Agreement ("OA") or the PJM Reliability Assurance Agreement ("RAA").

3 The PJM proposal was included in its filing October 13, 2023, in Docket No. ER24-98-000 ("October 13th Filing").

and reasonable.[4] This answer should be accepted in order to avoid confusion, ensure a complete record and to facilitate the decision making process.

PJM asserts that its two filings related to the capacity market are complementary and should both be accepted. Both filings should be rejected for reasons specific to the details of each filing. Regardless of the Commission's decision on the filing in Docket No. ER24-99, this filing in Docket No. ER24-98 should be rejected because it has not been shown to be just and reasonable and not unduly discriminatory.

I. ANSWER

A. Summary

PJM proposes radical changes to the substance of the Market Seller Offer Cap ("MSOC") and the review process for MSOC that would effectively reverse the Commission's recently upheld order on the MSOC and permit the exercise of market power in the capacity market.[5] PJM's proposed changes to the MSOC are premised on a rejection of the foundational principles of the PJM Capacity Market that have been in place since at least 2007. The key components of PJM's derivative attack on market power mitigation in the capacity market include: redefining the function and purpose of the capacity market; redefining avoidable costs; eliminating the offset of avoidable costs by energy and ancillary service market net revenues; allowing unit owners to shift costs and revenues among segments of the offer curve; redefining Capacity Performance Quantifiable Risk ("CPQR");

---

[4] *See* Protest of the Independent Market Monitor for PJM, Docket No. ER24-98-000 (November 9, 2023)("November 9th Protest"); Comments on Response to Deficiency Notice, Answer and Motion for Leave to Answer, of the Independent Market Monitor for PJM, Docket No. ER24-98-000 (December 22, 2023)("December 22nd Filing").

[5] *See Independent Market Monitor for PJM v. PJM Interconnection, L.L.C.*, 176 FERC ¶ 61,137 (2021); *order on reh'g*, 177 FERC ¶ 62,066 (2021); *order on reh'g*, 178 FERC ¶ 61,121 (2022); *appeal denied*, Vistra Corp., at al. v. FERC, Case No. 21-1214, et al. (D.C. Cir. August 15, 2023); *appeal denied en banc*, Vistra Corp., at al. v. FERC, Case No. 21-1214, et al. (D.C. Cir. October 10, 2023).

and replacing the Market Monitor's substantive role in the process for reviewing CPQRs and MSOCs with PJM.

B. PJM's Proposal to Redefine Capacity and to Eliminate Market Power Mitigation Is Unsupported.

PJM's Answer ignores the most basic changes to the capacity market included in PJM's filing. PJM neither addresses nor defends these changes, perhaps hoping that they will escape notice. The Market Monitor has raised these issues in its protest and its comments on PJM's response to the deficiency notice and will not repeat those responses in detail.[6]

In order to understand the actual changes proposed by PJM to the structure of the capacity market and market power mitigation, it is essential to focus on the actual redline tariff language and ignore the imprecise and incomplete descriptions in the filings.

The most dramatic change is that for units that expect to continue to operate regardless of whether they clear in a specific capacity auction, PJM proposes that the market seller offer cap be gross ACR with no net revenue offset. The exact proposed redefinition of gross ACR is extremely vague but so far PJM indicates that it includes CPQR and APIR and possibly other costs. Gross ACR would not include the current ACR costs which have already been artificially reduced by the exclusion of major maintenance costs.

The result would be to eliminate meaningful market power mitigation, and to significantly increase sell offers and therefore capacity market prices. PJM has not provided any estimates of the price impacts. PJM's limited simulation of locational price differences entirely ignores these changes. As a result, the results of that simulation are meaningless for assessing likely price impacts. The prices impacts will be significant. But PJM condescendingly explains that it is "appropriate" for customers to pay higher prices because those higher prices will encourage customers to "use electricity more responsibly."[7]

---

[6] *See* December 22nd Filing; November 9th Protest.

[7] PJM Answer, Attachment A (Reply Affidavit of Patrick Bruno and Walter Graf) at Para. 100.

The result is also to break the fundamental link and equilibrating factor between the energy market and the capacity market by entirely eliminating the net revenue offset.

For units that intend to retire if they do not clear in the capacity market, PJM proposes that the existing definition of gross and net ACR would continue. That statement of intention is not enforceable and PJM's draft tariff language makes clear that the statement of intention is not binding. PJM's draft tariff language states: "Should the resource not clear in the capacity market and there is a change in the decision to mothball or retire the resource, the Office of the Interconnection and/or the Market Monitoring Unit may require the Capacity Market Seller to provide support for such change."[8]

PJM has never explained why different standards should apply to different units. There is no reason. Avoidable costs are avoidable costs. Avoidable costs include APIR and CPQR for all capacity resources.

PJM's proposal also makes it possible to game the offers by choosing the option with the highest offer cap. If a resource clears, it is impossible to know the actual intent in the event the unit did not clear. If the resource clears but does not retire, there is no enforceable obligation to fulfill the stated intent.

PJM's proposal to dramatically change the definition of capacity, competitive offers and market power mitigation have not been shown to be just and reasonable and not unduly discriminatory.

C. PJM's Proposal to Create a New Financial Market Is Arbitrary and Unsupported.

PJM continues to incorrectly define the performance obligations of thermal and intermittent resources with an ELCC value of less than 100 percent because PJM's proposed definition of the performance obligation is neither consistent with the definition of Capacity Interconnection Rights ("CIRs") or reality. For example, intermittent resources are required to have CIRs equal to the resource's maximum facility output. That maximum facility output

---

[8] October 13th Filing, Attachment A (Redlines), OATT Attachment DD § 6.7(d)(i).

is an essential input to the ELCC calculations for intermittent resources. For example, a 100 MW solar resource derated to 20 MW has a maximum facility output of 100 MW and is required to obtain CIRs equal to 100 MW. The ELCC rating of 20 MW is dependent on the assumption that the resource will produce 100 MW when it can. This resource has a corresponding obligation to provide 100 MW whenever it can. Its correctly defined performance obligation is the maximum output it can produce, based on ambient conditions, at any time, but no more.

PJM asserts that this solar resource has an obligation to produce 20 MW when the sun is shining and its maximum possible output is 100 MW and an obligation to produce 20 MW at 2:00 in the morning when its maximum possible output is zero. Neither assertion makes sense. Neither assertion is consistent with reality. Neither assertion is consistent with the assumed performance on which the ELCC derate calculation is based.

This failure to correctly define the obligation of intermittent resources to perform leads directly to PJM's proposal to create a financial market to allow intermittent resources to manage this risk that is created by PJM out of whole cloth. PJM's "PAI Obligation Transfer" mechanism would allow the 100 MW solar to buy out of its obligation to perform at night. Without the unsupported and unreasonable and artificial obligation of solar to perform at night this mechanism would not be necessary. The burden to buy out of the arbitrary performance obligation discriminates against solar and against all intermittent resources. This mechanism is not necessary. The proposed mechanism has not been supported as just and reasonable or not unduly discriminatory.

D. PJM's Proposal to Allow Economic Withholding as an Excuse for Failure to Perform in PAIs Is Not Just and Reasonable.

The December 21st Filing proposes to allow economic withholding as an excuse for the failure to perform in PAIs (Performance Assessment Interval). The result would be that capacity resources that are paid to provide energy when it is critical to reliability could prevent dispatch at those times (PAIs) through high offers yet not pay a PAI nonperformance

penalty for that failure to perform. PJM's position contradicts PJM's position in its Capacity Performance (CP) filing.[9] PJM's position contradicts the explicit ruling of the Commission.

PJM contends (at 17) that a resource that does not fail the Three Pivotal Supplier (TPS) test for local market power in the energy market does not have market power at times when the energy market is extremely tight and all generation is needed. PJM's position is both incorrect and illogical. PJM's position is incorrect for the capacity market. PJM's position is incorrect for the energy market.

During a PAI, particularly under the revised definition, PJM calls on all capacity resources to perform by providing energy because PJM needs them all. If all capacity resources are required by PJM, all suppliers are pivotal by definition. The capacity market is designed to procure enough capacity so that energy from the capacity resources is enough to meet peak demand plus a reserve margin. The relevant determination of pivotal suppliers in the capacity market is the TPS test for the capacity market.[10]

The PJM Answer misunderstands the definition of economic withholding, stating that offering a markup in a market-based offer is not economic withholding because it is allowed under the tariff. This is incorrect. Economic withholding in PAIs is not allowed under the tariff. It is only in this proceeding that PJM is attempting to change the tariff to permit economic withholding in PAIs. The Market Monitor's position is that economic withholding in PAIs should continue to be prohibited. PJM has not and cannot show that economic withholding is just and reasonable, particularly in PAIs when the system is under stress. As a result, PJM's filing should be rejected. PJM's proposal to allow economic withholding in

---

[9] PJM Filing, Docket No. ER15-623-000 (December 12, 2014) at 46 ("The same principle is even more clearly at work when the seller submits a market-based offer higher than its cost-based offer. In such a case, the seller is conceding that it could perform at the lower, cost-based price. If PJM honors the higher, market-based price offer when determining whether to schedule the resource, that is simply acceding to an economic decision controlled by the seller. In those circumstances, the seller's economic decision should not entitle it to an excuse for non-performance.").

[10] OATT Attachment DD § 6.3(b).

PAIs does not mean that this behavior is not economic withholding.[11] The Commission explained economic withholding:

> Economic withholding occurs when a supplier offers output to the market at a price that is above both its full incremental cost and the market price (and thus, the output is not sold). For example, we would expect that, during periods of high demand and high market prices, all generation capacity whose full incremental costs do not exceed the market price would be either producing energy or supplying operating reserves. Failing to do so would be an example of economic withholding.[12]

The Commission's Capacity Performance Order on June 9, 2015, rejected the argument that the provision was "*de facto* mitigation." The June 9th Order has already rejected the argument used in the PJM Answer. The June 9th Order stated:

> …[A] resource that is experiencing performance challenges could attempt to avoid Non-Performance Charges by offering well above cost in the hope of not being scheduled. Therefore, we find that PJM's proposed application of the scheduling exemption is needed to preserve the incentives embodied by the rest of its proposal. PJM's proposal does not preclude resources from submitting market-based offers in excess of their cost-based offers. We recognize that the scheduling exemption rules could have the effect of compelling a capacity resource to submit a market-based offer price equal to its cost-based offer price at times when the resource perceives that a Performance Assessment Hour may occur. However, we agree with PJM that a seller exercising its option to only be scheduled based on its market-based offer price is making an economic decision. In such a scenario, we find it reasonable for

---

11 *See Investigation of Terms and Conditions of Public Utility Market-Based Rate Authorizations*, 105 FERC ¶ 61,218 at P 105 n.57 (November 17, 2003) ("The term 'economic withholding' means bidding available supply at a sufficiently high price in excess of the supplier's marginal costs and opportunity costs so that it is not called on to run and where, as a result, the market clearing price is raised. Such a strategy is only profitable for a firm that benefits from the higher price in the market.").

12 See Investigation of Terms and Conditions of Public Utility Market-Based Rate Authorizations, 97 FERC ¶ 61,220 (2001).

> the seller to assume the risk of non-performance resulting from its offer strategy.[13]

The PJM Answer ignores the obvious discrepancy in its treatment of physical withholding through inflexible operating parameters and economic withholding through markup. The PJM Answer defends penalizing resources that withhold their energy using operating parameters, even if they have not been called on by PJM dispatchers, unless the resource calls PJM and is told to stay offline. At the same time, the PJM Answer argues that resources should be excused from penalties when not dispatched as a result of a positive markup. Both strategies involve submitting energy offers in a way that avoids dispatch, but PJM proposes to penalize one and excuse the other. Such disparate treatment is unduly discriminatory. Penalties should be applied in both cases because both cases are withholding and both cases mean that the capacity resource is failing to meet its obligation as a capacity resource to perform during a PAI based on its energy offer.

PJM's position that resources that do not provide energy during a PAI emergency because their offers include a markup over the competitive offer should be excused from PAI penalties is not supported in any way and is therefore not just and reasonable and is, in addition unduly discriminatory.

E. PJM's Proposal Both Alters and Undermines the Market Monitor's Role in the Review of Offers.

PJM surprisingly claims that they are proposing no changes to the role of the Market Monitor in the unit specific MSOC review process despite the fact the PJM proposes very significant changes.[14] PJM's catch all claim that the Market Monitor's role has not changed because the Market Monitor can take issues to FERC is not a substitute for clear rules. As PJM knows, referring an issue to FERC's Office of Enforcement if there is no clear and enforceable

---

[13] *See PJM Interconnection, L.L.C.*, 151 FERC ¶ 61,208 at P 168 (2015).

[14] PJM Answer at 28–29.

rule is meaningless. PJM's proposals undermine and effectively eliminate the substantive role of the Market Monitor in the review of market seller offers. The Market Monitor has never had and does not seek authority to approve market seller offer caps. The current division of labor under which PJM decides between two options maintains clear and appropriate separation between the role of detailed review and the decision maker.

Despite its counterfactual assertion that it is not changing the rules, PJM then defends its proposal to expand PJM's role in market power mitigation by citing Order No. 719. PJM argues (at 30) that under Order No. 719, PJM "PJM is responsible for prospective mitigation." Under the current rules, PJM performs this role when it reviews offers to ensure that offers comply with the PJM market rules, including rules about how offers are calculated. PJM's existing tariff defined role in this process was approved by the Commission in compliance with Order No. 719.[15] The Market Monitor's role in evaluating the inputs to prospective mitigation, a role also explicitly acknowledged in Order No. 719, was also approved by the Commission.[16]

Subsequent to Order No. 719, PJM and the Market Monitor developed language to better define the scope of their respective roles. As PJM acknowledged, the Market Monitor was the entity charged to make determinations on market power and the Market Monitor acknowledged that PJM implements the market rules, including determinations on whether offers comply with those rules. PJM and the Market Monitor agreed on language clarifying these points, and codifying language was filed with and approved by the Commission as Section 12A of the OATT.[17]

PJM explained the purpose of Section 12A in its transmittal letter:

> [T]he Tariff revisions put Market Participants on notice that if an offer or bid is consistent with the requirements of the Tariff, PJM

---

15 *See PJM Interconnection, L.L.C.*, 133 FERC ¶ 61,071 at PP 142-185 (2010).

16 *See id.* at P 148.

17 *See PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER13-149-000 (November 28, 2012).

> will accept that offer or bid even if the IMM has made a finding that the offer or bid raises market power concerns, and that PJM's acceptance of the offer or bid does not take into consideration whether that offer or bid represents the potential exercise of market power. In other words, even if PJM accepts the offer or bid, if the IMM believes the offer or bid raises market power concerns it may address with the Commission its concerns that the offer or bid nonetheless reflects the exercise of market power. The tariff language intends to clarify that it would be improper for a market participant to characterize PJM's evaluation of Tariff compliance as a determination of market power that contradicts (or supports) determinations on market power issues made by the IMM.[18]

Schedule 12A states that PJM's role is to "determine[] whether an offer, bid, components of an offer or bid, or decision not to offer a committed resource complies with the PJM Market Rules." Although the Market Monitor may raise issues about compliance with the Commission, PJM's determinations of tariff compliance are effective unless and until the Commission reverses such determinations. Schedule 12A provides that PJM "does not make determinations about market power, including, but not limited to, whether the level or value of inputs or a decision not to offer a committed resource involves the potential exercise of market power."

Schedule 12A recognizes that the "The Market Monitoring Unit has the exclusive authority to perform the functions set forth in Attachment M and the Attachment M-Appendix." In those sections the OATT provides "The Market Monitoring Unit shall determine whether the level of offer or cost inputs raises market power concerns."[19] This means that PJM determines tariff compliance based on offers provided to it by sellers, which, in accordance with the applicable rules, have been reviewed by the Market Monitor. If the seller and Market Monitor have agreed on an offer level, the seller is required to offer at that level. The Market Monitor cannot compel a seller to offer at any level. In its review, the

---

[18] PJM Filing, Docket No. ER13-149-000 (October 16, 2012).

[19] *See* OATT Attachment M § IV.E-1; OATT Attachment M-Appendix § II.E.

Market Monitor indicates whether or not it agrees, and, if it disagrees, it may to take the issue of market power to the Commission. The seller is responsible for its offer and the defense against any petition and/or referral by the Market Monitor raising market power concerns. PJM may or may not indicate an opinion on the issue, but PJM's role is not to defend whether the level of an offer that otherwise complies with the market rules raises market power concerns.

PJM's filing in this matter is not consistent with Section 12A of the OATT and the framework established in Order No. 719. The Market Monitor's role is to review offers for market power concerns. The seller's role is to determine the level of the offer, provided that it complies with the market rules in the tariff. PJM's role is to determine whether a seller's offer complies with the market rules in the tariff.

PJM's proposal has not been shown to be just and reasonable because it proposes to confuse the proper roles of PJM and the Market Monitor in market power mitigation.

F. PJM Fails to Show that Its Proposed Rules for Planned Generation Capacity Resources that Are Subject to the Market Seller Offer Cap Are Just and Reasonable.

PJM's arguments are inconsistent with PJM's general position on the appropriate MSOC. In arguing for use of net CONE as the MSOC for Planned Generation Capacity Resources, PJM (at 33) references, without apparent irony, this definition of net ACR which is inconsistent with its definition elsewhere in the tariff: "Net ACR for an existing resource estimates how much revenue the resource requires (in excess of its energy and ancillary service revenue) to provide capacity in the given year." While that correctly defines the relationship between energy and capacity markets, PJM is attempting to abandon that logic in this filing.

PJM never explains why a competitive offer for a planned resource is different from a competitive offer for an existing resource. The owner of a planned generation resource has already committed the required capital by the time of an offer in the capacity market. There is no logical or factual evidence cited by PJM that the owner of a planned resource would

offer the resource only at net CONE when they know that in the next year the offer will be net ACR. A rational investor considers expected returns over the life of the asset and does not decide whether to offer a resource that is largely finished into the market only at a price equal to net CONE. Under PJM's theory, advanced in its MSOC arguments, PJM's view of a competitive offer should be that the investor should only offer a planned resource at gross CONE, ignoring net revenues as PJM proposes to eliminate net revenues as the mechanism to keep the energy market and the capacity market synchronized. But PJM does not maintain consistency in its arguments.

PJM does not address the use of the reference resource net CONE for resources for which there is no default value defined.

For all these reasons, PJM's proposal regarding the offer cap for planned resources is not just and reasonable and is unduly discriminatory.

G. PJM's Proposed Changes to Capacity Performance Quantifiable Risk Are Not Just and Reasonable

PJM claims they are clarifying the language by changing the "costs of mitigating the risk" to "costs of mitigating, retaining, or otherwise managing the risk" in the definition of CPQR.[20] Adding redundancy is not clarification and in this case it adds confusion. Retaining the risk and managing the risk through an operating procedure are merely two ways of mitigating the risk.

PJM defends the inclusion of the third party review language by stating that the roles of the Market Monitor and PJM will not be affected. If there is no change to the tariff administration there is no reason to include the language. Market sellers are already aware that they can use a third party for unit specific offer calculations, as demonstrated by actual practice.

---

[20] October 13th Filing, Attachment A (Redlines), OATT Attachment DD § 6.8(a).

The actual purpose of PJM's proposal on third party opinions is to allow the opinion of a consultant hired by resource owners to establish, without further review, that the offer "shall be considered reasonably supported." The inclusion of a consultant's review as establishing that the offer is reasonably supported under the tariff eviscerates the market power review process.

PJM's proposed "standard CPQR" is anything but standard. Value-at-risk is not a tool for pricing risk, rather is it used as a metric for quantifying the risk of a financial position. PJM's approach is not consistent with the standard insurance model where the expected loss is the basis for the insurance premium. The insurance premium exceeds the expected loss by an amount that reflects the risk preferences of the insurance company and the insured. PJM has not provided any empirical analysis justifying the approach and PJM has not explained exactly how the calculation would be done and what the expected results would be.

Contrary to PJM's assertions, PJM has provided only generalizations and no actual detailed specifics on how PJM would change the CPQR calculation. Promises of future details once the vague proposals have been accepted do not constitute a defined method or meaningful support.

PJM's proposed changes to the CPQR calculation and to the standard of review have not been supported as just and reasonable.

H. PJM Fails to Show that Its Proposed Rules Regarding Segmented Market Seller Offer Caps Are Just and Reasonable.

PJM has failed to show how the segmented offer cap proposal fits with its other changes to the market seller offer cap rules and has failed to provide any meaningful detail about how the rule would be applied.

The segmented offer cap proposal is illogical and not consistent with PJM's broader proposals related to the market seller offer cap. PJM would allow a resource to claim that the first segment of a sell offer (part of a single resource) will mothball or retire if it does not clear in the capacity market while simultaneously claiming that the additional MW of a resource (the remaining MW of the same resource) will continue to operate in the energy and ancillary

services markets if it does not clear in the capacity market. Combined with the fact that any statement about the intent to mothball or retire is unenforceable makes the segmented market seller offer cap proposal a vehicle for manipulation and not a market power mitigation mechanism.

PJM continues to fail to provide any details or examples of what would qualify as "adequate justification for the use of a segmented offer cap" or explain how the MW would be allocated to segments or supported. Contrary to PJM's assertions, the details have never been provided. The Market Monitor has reviewed proposals for segmented offers and found that they would permit arbitrary assignment of costs and revenues by segment and prevent market power mitigation.

PJM has failed to support the segmented offer proposal as just and reasonable.

I. PJM's Proposed Deadlines for the Market Monitor to Calculate the Projected Market Revenue Are Inadequate and Have Not Been Shown to Be Just and Reasonable.

The Market Monitor supports the use of deadlines for the Market Monitor's posting of data needed for resource offers and other elements of the Market Monitor's responsibilities. The Market Monitor complies with its deadlines.

PJM's response to the simple factual points about the deadlines in PJM's filings are unrealistic, unenforceable and not compliant with the tariff.

PJM's currently proposed deadlines are not realistic because they require meeting deadlines for responsibilities that have not yet been created at times that have already passed. For example, if the Commission directs the use of forward net revenues in this docket, the deadline to have preliminary forward net revenues posted by January 14, 2024, is clearly not realistic and should be waived.

PJM suggests that a definition of preliminary projected net revenues that is not consistent with the rules is acceptable. PJM states (at 46) the preliminary projected net revenues "could be based on all available data from each of the three consecutive calendar years (except for December)." PJM's suggested approach would not be compliant with the

proposed tariff language in either OATT Attachment M-Appendix Section II.I., OATT Attachment DD Section 6.8(d-1), or OATT Attachment DD Section 5.14(h-2)(2)(B)(ii). The proposed tariff language defines projected net revenues (both preliminary and final) based on the "three consecutive calendar years preceding the time of the determination for the RPM Auction," and does not separately define preliminary net revenues.

Finally, PJM commits (at 47) "not to schedule a future Base Residual Auction at the beginning of May to avoid the concerns raised by the Market Monitor." The timing for scheduling auctions, and the associated deadlines for the required significant activities that must occur prior to auctions, affect generators, affect load serving entities, affect offers, and affect auction outcomes. The exact and precisely defined rules for all these activities must be included in the tariff. The deadlines stated in the tariff need to be consistent with the rules for determining net revenues and allow sufficient time to calculate net revenues. This goes beyond a failure to put rules in the tariff rather than in the manuals. PJM should not be allowed to substitute vague and unenforceable promises for clear tariff language on important rules that affect generators and all market participants in significant ways. The October 13th Filing fail to address these points adequately, and therefore has not been shown to be just and reasonable.

II. MOTION FOR LEAVE TO ANSWER

The Commission's Rules of Practice and Procedure, 18 CFR § 385.213(a)(2), do not permit answers to answers or protests unless otherwise ordered by the decisional authority. The Commission has made exceptions, however, where an answer clarifies the issues or assists in creating a complete record.[21] In this answer, the Market Monitor provides the

---

[21] *See, e.g., PJM Interconnection, L.L.C., 119 FERC ¶61,318 at P 36 (2007) (*accepted answer to answer that "provided information that assisted … decision-making process*"); California Independent System Operator Corporation*, 110 FERC ¶ 61,007 (2005) (answer to answer permitted to assist Commission in decision-making process); *New Power Company v. PJM Interconnection, L.L.C.*, 98 FERC ¶ 61,208 (2002) (answer accepted to provide new factual and legal material to assist the Commission in decision-making process); *N.Y. Independent System Operator, Inc.*, 121 FERC ¶61,112 at P 4 (2007) (answer to

Commission with information useful to the Commission's decision making process and which provides a more complete record. Accordingly, the Market Monitor respectfully requests that this answer be permitted.

III. CONCLUSION

The Market Monitor respectfully requests that the Commission afford due consideration to this pleading as the Commission resolves the issues raised in this proceeding.

Respectfully submitted,

Jeffrey W. Mayes

General Counsel
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8053
jeffrey.mayes@monitoringanalytics.com

Joseph E. Bowring
Independent Market Monitor for PJM
President
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8051
joseph.bowring@monitoringanalytics.com

Alexandra Salaneck
Senior Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8050
alexandra.salaneck@monitoringanalytics.com

Paul G. Scheidecker
Senior Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8050
paul.scheidecker@monitoringanalytics.com

John Hyatt
Senior Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160

Devendra R. Canchi
Senior Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160

protest accepted because it provided information that assisted the Commission in its decision-making process).

Eagleville, Pennsylvania 19403
(610) 271-8050
john.hyatt@monitoringanalytics.com

Eagleville, Pennsylvania 19403
(610) 271-8050
devendra.canchi@monitoringanalytics.com

Joel Romero Luna
Senior Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8050
joel.luna@monitoringanalytics.com

Keri Dorko
Analyst
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, PA 19403
(610) 271-8050
Keri.Dorko@monitoringanalytics.com

Dated: January 16, 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 Eagleville, Pennsylvania,
this 16th day of January, 2024.

Jeffrey W. Mayes
General Counsel
Monitoring Analytics, LLC
2621 Van Buren Avenue, Suite 160
Eagleville, Pennsylvania 19403
(610) 271-8053
jeffrey.mayes@monitoringanalytics.com