Stakeholder Feedback on Reliability Backstop Procurement Survey Responses with Attribution

Question 1	
Company Name	**Provide any feedback on the goals and principles for designing the Reliability Backstop process.**
1. MAREC Action	MAREC contends that above all, PJM should be focused on making efforts to ensure that it has done everything it can to help new generation with signed GIAs come into service. For example, PJM should prioritize construction of system upgrades that "trap" new generation, fast-track various CIR transfer initiatives, and create a usable connect-and-manage system for projects prior to network upgrades being complete. The Reliability Backstop Auction (RBA), should not pre-empt new large loads from contracting bilaterally with new capacity resources. In most cases, bilateral agreements will be more efficient than a centralized procurement because they allow for bespoke risk-sharing arrangements between loads and suppliers who are managing a wide range of commercial risks. If PJM's pro forma terms are too strict, developers will either bid in risk premium or opt out, increasing clearing prices. If terms are too lenient, buyers may not receive timely capacity and could compromise reliability. To the extent PJM proceeds with a centralized mechanism, it should be voluntary, allowing buyers to elect the RBA or pursue bilateral options. We disagree with the proposal to bifurcate interconnection studies for RBA resources. These resources should be studied under existing PJM queues (i.e., the cycle process, surplus interconnection, and generator replacement) and the proposed EIT process. To do otherwise would disrupt the existing processes that PJM and stakeholders have already spent significant time and resources developing and around which market participants have already made significant commercial decisions and investments.
1. Convergent Energy and Power LP	As PJM has correctly identified, the region faces an acute Resource Adequacy challenge due to load growth. The backstop reliability procurements should seek to procure any new MW of UCAP that is deliverable to the load by the specified delivery year and should not seek to limit eligibility beyond this. The region does not have the luxury of time to be more selective, and PJM should not erect artificial barriers which would stifle innovation in this time of great need. Even in the Reliability Backstop Procurement, market forces should be the main driver in the selection of projects, subject to constraint that those projects are (1) deliverable to the loads which they are serving and (2) deliverable by the year of need. We appreciate PJM's attention to timing in their stated goals, but this should not be limited to simply accelerating projects through PJM's interconnection queue. Given the goals we outline above, the focus should be on ensuring that selected MWs are deliverable by the year of need, recognizing the results of any interconnection study and commercial development timelines. These constraints lead us to believe that many of the most viable solutions will be projects that focus on flexibility and many may include projects that do not go through PJM's interconnection queue.
1. American Clean Power Association	-Backstop should serve as a transitional reliability tool, not a replacement for the BRA. -BRA results should trigger the need for action, but procurement should be based on a PJM-led, multi-year forward reliability assessment. -Use refined forecasts reflecting only verifiable load and evaluate the interconnection queue to determine when accredited capacity will come online. -Prioritize resources already advancing through the interconnection queue while protecting queue integrity (no headroom erosion or cost reallocation to existing projects). -Establish a transparent matching or bulletin-board framework linking verifiable load with queued supply, including co-location opportunities that reduce upgrade costs and development timelines. -PJM should implement this matching framework either through bilateral load"“supply contracting or a PJM-facilitated centralized matching/optimization process, selecting the structure that best ensures reliability and timely development of new accredited capacity. -Allow flexible COD alignment across multiple delivery years and rely on connect-and-manage to protect reliability if load arrives ahead of supply. -Backstop design should avoid suppressing BRA price signals; backstop resources should participate in future BRAs at a contract-linked price floor for the term of their commitment, until any successor resource adequacy framework replaces the BRA. -Assign performance and delay risk to the contracting load and project, not to other queued resources. -Provide long-term revenue certainty to accelerate financeable capacity already in the queue while maintaining PJM visibility and reliability oversight.
1. New Jersey Board of Public Utilities' Staff	BPU Staff emphasizes that data centers, not existing ratepayers, should pay for backstop capacity. This allocation of Backstop costs may be made to LSEs or EDCs that represent data centers, although Staff prefers methods that directly allocate costs to data centers. Additional principals that Staff urges PJM to consider in the Reliability Backstop process include: providing generators with the revenue certainty needed to enter the market; minimizing the effect of uncertain load forecasts through processes that require direct buy commitments from data centers; and separate mechanisms that may need to be developed to manage "native"load shortfall and the shortfall associated with data centers. Since this reliability backstop should center on procuring capacity for new data centers, Staff does not support PJM allocating any costs associated with new capacity procured through a Reliability Backstop process to LSEs based on net short positions. Rather, costs would be better directed to the data centers that prompt them if allocated to LSEs in a way that is proportional to their data center contributions to PJM load.

1. Pennsylvania Office of Consumer Advocate	For this and all further responses, please also see PA OCA's co-presentation submitted to PJM on Feb. 13, 2026. In addition, PA OCA's positions are preliminary and subject to change based upon further stakeholder discussions. As White House-PJM Governors Statement (Jan. 16, 2026) makes clear, the Reliability Backstop Procurement Mechanism (RBPM) must: 1. Procure new capacity resources (Principle 1); and 2. Allocated all the costs of the RBPM to load serving entities with new data centers that have not self-procured new capacity or agreed to be curtailable (Principle 3). "Their size and the risks they pose to resource adequacy make today's data centers unique. For this reason, PJM should allocate the cost of any new capacity procured through the aforementioned Reliability Backstop Auction to load serving entities (LSEs) with new data centers that have not self-procured new capacity or agreed to be curtailable." (White House-PJM Gov. Statement, Principle 3, emphasis in original).
1. Blue Ridge Power Agency, Inc.	We support of the goals of bringing additional generation or demand reduction online quickly, while protecting customers from capacity price increases.
1. Delaware Division of the Public Advocate	For this and all other responses, please also see the joint presentation submission of the MD OPC, PA OCA and DE DPA on February 13, 2026 ("Joint Presentation"). The comments here are intended to supplement, not replace that presentation. DE DPA believes the backstop procurement should align with the Statement of Principles set forth by the White House National Energy Dominance Council and the Governors of all PJM states. While DE DPA agrees with many of the goals and principles presented in the workshop, those do not completely address the requirements presented by the PJM Governors" Statement of Principles. In part, "PJM should allocate the cost of any new capacity procured through the aforementioned Reliability Backstop Auction to load serving entities (LSEs) with new data centers that have not self-procured new capacity or agreed to be curtailable." (Principle 3, emphasis added.) Additional Goals and Principles Affordability: protect residential customers from undue costs associated with the integration of new supply resulting from this auction. This is supported by the PJM Governors' Statement of Principles and the Board Decisional Letter on Critical Issue Fast Path. This should be accomplished through a backstop procurement that assigns cost risk to new large loads. New Generation: Procured resources must be new in order to relieve stress in the system. Any added supply resultant from an increase in capacity for existing generation should fall outside the scope of this auction. Cost allocation: Large loads, such as data centers, should be allocated the costs given that residential customers withing PJM will not benefit from the added supply provided by the auction.
1. Calibrant Energy	The region faces an acute Resource Adequacy challenge due to new load growth. The backstop reliability procurements should seek to procure any new MW of UCAP that is deliverable to the load by the specified delivery year and should not seek to limit eligibility beyond this. PJM should not establish artificial barriers which would stifle innovation in this time of great need and slow progress toward meeting those needs. Even in the Reliability Backstop Procurement, market forces should be the main driver in the selection of projects, subject to constraint that those projects are (1) deliverable to the loads which they are serving and (2) deliverable by the year of need. We appreciate PJM's attention to timing in their stated goals, but this should not be limited to simply accelerating projects through PJM's interconnection queue. Given the goals we outline above, the focus should be on ensuring that selected MWs are deliverable by the year of need, recognizing the results of any interconnection study and commercial development timelines. These constraints lead us to believe that many of the most viable solutions will be projects that focus on flexibility and many may include projects that do not go through PJM's interconnection queue.

1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-We agree this procurement activity should be developed in a manner that is intentionally transitional, limited in scope, and addresses a known quantity shortfall. -We concur that this procurement activity acts as a bridge so that in-market activity may "return PJM to market fundamentals" consistent with the principles delivered by the National Energy Dominance Council and PJM's State Governors. -This procurement activity should strive for the following goals: oRevenue sufficiency and certainty to attract new build and uprates and to ensure the procurement activity does not become "the" source for new build economics, market exit decisions, or retention of existing facilities. oClearly articulated financial responsibility for the buyers of the product. oClear rules regarding the interaction between procurement activity and the Base Residual Auction that minimizes the impacts to efficient BRA outcomes. oAccelerated interconnection path and clear steps to address timing and cost of necessary network upgrades. oProtect the interest of consumers through appropriate cost allocation methodologies. oEmpowers large load additions to support new resource additions whether bilaterally or through the procurement activity oEstablishes consequences for large loads that fail to procure sufficient capacity either bilaterally or through the procurement activity
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	The key principle is that any cost associated with the backstop auction be assigned to the entities causing the problem. ODEC believes that as a first order principle, that it is the data centers. If the PJM Board take a different view and wants to assign costs to all LSEs, then it is unreasonable to assign costs to an LSE that already have secured its generation, but rather only to those entities that purchase capacity from the capacity auction. Note, this will cause a quick shift to bilateral contracting for capacity outside the auction that could cause near-term be chaos.
1. Buckeye Power, Inc.	PJM needs to focus on the goal of preventing premature existing generation retirements. When a secondary/bifurcated capacity market is introduced, you run the risk that existing generation is not properly compensated leading to the potential for early retirement.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Dominion Energy generally agrees with the goals and principles outlined by PJM. Dominion Energy favors a Request for Proposal (RFP) design that matches willing buyers with sellers. The design should allow for prioritization of dispatchable generation that provides UCAP value needed to support reliability, and to the extent possible without impacting the existing queue, should provide expedited interconnection to projects selected.

1. Advanced Energy United, Inc.	The proposed Reliability Backstop Procurement (RBP) is an extraordinary measure that raises several important implementation questions. Advanced Energy United appreciates PJM's consideration of stakeholder feedback early in this fast-moving process. United does not take a position on the RBP at this time, but given PJM's intent to move forward with design and implementation, we offer the following guiding principles: 1. Facilitate participation by new capacity of all resource types: Ensure that all new resources that are deliverable by the year needed and to the load they are serving are eligible to participate, and avoid any unnecessary parameters that will artificially restrict participation (such as ELCC thresholds, operational profiles, or total UCAP size thresholds). Rather, PJM should rely on its ELCC construct to ensure substitutability across capacity resources and allow all generation, storage, demand response, and DER resources that can meet the time and deliverability requirements to participate. 2. Incentivize new resource entry: The RBP should not be used to avoid or defer retirements. While the capped BRA likely cannot sustain sufficient new entry to address growing load, it should offer sufficient market signal to retain any existing resources needed (especially given the intent to extend the price floor). If PJM has concerns regarding retirement of specific resources, it should interrogate those concerns and address them in a targeted manner. 3. Provide flexibility and certainty to large loads and capacity providers: Clarify how proposed pathways for new large loads to secure, avoid, or defer the need for capacity will work, and how they will interact with the proposed RBP. This should include fleshing out the Board's connect and manage and bring your own new capacity proposals, and the new service options mandated by FERC's co-location order. Such options must be designed with sufficient advanced notice to allow new large loads to elect these pathways if they choose, and avoid or minimize their exposure to the RBP as applicable. 4. Maintain the integrity of the interconnection process: Avoid adverse impact to existing projects active in the generator interconnection queue, some of which may seek to participate in the RBP. Instead, PJM should focus on accelerating ongoing study processes, including the first New Cycle slated to kick off this April, to give interconnection customers as much information as possible going into the RBP. At the same time, PJM must also recognize that projects seeking to participate in the RBP that are still awaiting interconnection information will have a risk premium. This could be minimized by providing some flexibility with respect to the assets used to fulfill an obligation secured through the RBP (within the same deliverability area, to the extent there are binding constraints). 5. Avoid or minimize any adverse impact on the market: PJM should identify all potential impacts on the Reliability Pricing Model and associated Base Residual Pro, and guard against any potential withholding or market manipulation that could harm existing customers as well as new large loads.
1. New Jersey Division of Rate Counsel	The New Jersey Division of Rate Counsel (â€œRate Counselâ€) agrees that protecting residential customers from capacity price increases is a critical goal. Cost allocation will be the key question. Following basic cost causation principles, large loads should take on all of the costs associated with the RBM, and none of those costs should be allocated to other end use customers. Stranded investment risks should also be assigned to the large loads that cause them. Procured resources must also be new and deliverable, meaning that they must be RPM eligible but cannot have cleared in a previous RPM auction.

1. Emerald AI	The backstop reliability procurements should seek to procure any new MW of UCAP that is deliverable to the load by the specified delivery year and should not seek to limit eligibility beyond this. Even in the Reliability Backstop Procurement, market forces should be the main driver in the selection of projects, subject to constraint that those projects are (1) deliverable to the loads which they are serving and (2) deliverable by the year of need. Projects with fewer network upgrades are more likely to meet delivery years. PJM must formalize an assessment for faster energization for flexible loads. By utilizing Interim NITS or Provisional Service, PJM can allow loads with "bankableâ€(meaning it has validated hardware or software controls to drop load instantly) flexibility to energize years faster than the standard queue allows. This "speed-to-power" should be a core feature of the Reliability Backstop process, provided the load can be successfully curtailed during system stress.
1. Hydrostor	This Reliability Backstop Procurement presents PJM with an important opportunity to procure long lead time assets such as Hydrostor's Advanced Compressed Air Energy Storage (A-CAES) facilities. Hydrostor's projects bring large amounts of firm, reliable capacity into the system, but the current market design provides limited mechanisms and incentives for A-CAES. Hydrostor looks forward to engaging through the Reliability Backstop Procurement Workshops to provide further answers to the more specific questions laid out in the survey.
1. Invenergy Energy Management LLC	Invenergy supports PJM's efforts to address the current capacity shortfall and believes the existing RBA framework should serve as the foundation for doing so with only minimal changes made to implement the Reliability Backstop Auction. Given the uncertainty in load forecasts, PJM should limit procurement to the level necessary to maintain system reliability. Procuring capacity above that threshold is speculative, undermines the integrity of the BRA results, and risks accelerating the retirement of existing generationâ€"ultimately worsening the very resource adequacy challenges the market is working to resolve.
1. Illinois Citizens Utility Board	Add: -Do no harm to generation and load not participating in the Reliability Backstop -Protect residential customers -Assign stranded investment risk and allocate costs to large loads -Resources procured must be new -Large loads driving the backstop procurement should carry all responsibility -Large loads can self-procure, agree to be curtailable, or take on backstop commitments
1. Zenobe Americas	- Eligibility for the Reliability Backstop Auction (RBA), should be limited to new resources who have not cleared in a previous BRA/ARA. New resources should exclude uprates, repowering, and fuel switching, to ensure this is incentivizing genuinely new capacity. - Technology neutrality must be explicitly stated as a principle of the RBA - RBP costs to be allocated to data centers, via the LSEs serving the data centers, as opposed to costs being socialized across the whole of PJM. Mechanism for Data centers to reduce their cost allocation is they bilaterally contract with capacity - Fast-track interconnection (expedited feasibility and system impact studies for cleared projects. All projects in any stage of the PJM Interconnection queue (TC1, TC2, Cycle 1 etc.) should be elgibile for this procurement

1. Natural Resources Defense Council	1. Auction is between willing buyers and sellers only. No costs or risk can be passed on to the pool. We see two possibilities for how to do this: a. Directly match buyers and sellers and have them enter a standardized bilateral contract. Creates difficulties if sizes and terms of bids and offers do not align, and will arbitrarily allocate counterparty risk (i.e., no way to tell if you'll get an Aaa or a Ba2 counterparty). Delivery risk ends up concentrated on individual buyers - if a supplier fails, some unlucky buyer is left in the lurch. b. Use an approach similar to FTRs, where all buyers and sellers are pooled, but the pool is financially separate from the rest of PJM. Cost can be allocated to buyers using the same algorithms as RPM. Defaults on either payments or delivered UCAP pro-rated to participants. Probably does a better job of risk allocation than individual contracts. 2. Open to any technology or size of supply without restriction. UCAP is UCAP, and PJM should not impose any additional eligibility criteria (ELCC, size, attributes, etc.) 3. Only open to truly new supply. Possible definitions are supply that does not currently have an RPM must-offer requirement or supply that has never cleared an RPM auction. 4. To prevent gaming, very limited or no participation by "retiring" generation. Possibly open to existing generation that has a market monitor approved ACR above point A on the VRR curve. 5. Any PJM market participant eligible to purchase capacity bilaterally can be a buyer, possibly subject to credit requirements. 6. Buy bids and sell offers are both locational. 7. Buying capacity in this auction is an off-ramp for connect-and-manage load. Large loads purchasing on their own behalf may use the capacity directly. LSEs that purchase capacity can use it to give their customers firm service year-by-year. Large loads that have not purchased capacity (in this auction or otherwise) or been allocated capacity by an LSE remain connect-and-manage. The review of load shed allocations discussed in the CIFP should continue; as capacity from the backstop auction will enter RPM, it will be properly considered in determining what zones are short during a load shed event. 8. Term around ten years, but open to supply with varying in-service dates to reflect reality of new entry. 9. The auction should work with existing queues. This is not yet another fast track. Supply that takes advantage of the favorable terms of this auction doesn't get to cut ahead of supply that enters the market through the BRA. 10. Locationally constrained, similar to RPM. But, need to consider limits on backstop auction consuming CETL - wouldn't be fair for the backstop to force zones to separate in the BRA 11. Commitment on suppliers should have a similar financial commitment and non-delivery penalty as RPM. 12. Market mitigation measures for this auction TBD, however, suppliers should be able to consider interconnection costs in their offers. 13. Buyers take title to UCAP in a way similar to an Auction Specific MW Transaction (Manual 18 4.6.6). RPM revenues from capacity clearing the backstop auction pass to the buyer. 14. Because all load will still be included as demand in the BRA, nothing in this auction relieves suppliers of their RPM must-offer obligations. A supplier that clears in this auction will be designated as a self-scheduled resource in all RPM auctions for the duration of the commitment. Once their commitment ends, they participate in RPM as usual. A supplier that does not clear this auction and enters service takes on an RPM must-offer in the usual way. 15. The risk of ELCC or eFORd changing a resources' UCAP lie on the sellers. However, PJM shall (1) work towards rules that allow a storage resource to increase its duration without going through the queue; (2) review SIS rules and market treatment of SIS resources to remove any barriers to resources gaining correct UCAP value for adding storage.

Question 2	
Company Name	**Are there additional impacts, or feedback on identified impacts of a Reliability Backstop?**
1. MAREC Action	This needs to be an open-to-all-resources-type of construct that does not negatively impact currently queued projects and that does not preclude alternative pathways for large loads to cover their obligations under BYONG, such as via the bilateral market.
1. Convergent Energy and Power LP	The "Statement of Principles" from the White House/PJM Governors stated "The Undersigned Governors agree to: Use all available authorities to ensure that their state public utility commissions design rate class structures to ensure that their states' LSEs allocate their share of the cost to procure new capacity through the Reliability Backstop Auctions to new data center loads that have not otherwise procured capacity or agreed to be curtailable." This conversation will not be complete without a discussion of the options available to large load customers outside of or in addition to the backstop reliability auction. Therefore, the stakeholder discussion should include what qualifies as curtailable and how it will interact with: -Connect and manage proposal outlined in the Board's CIFP letter -Non-firm Contract Demand Service -Interim NITS -Bring your own capacity proposals -Participation in the RPM -Existing demand response programs -Emergency Procedures Additionally, the statement of principles clearly highlights the interaction between the reliability backstop procurement and state retail rate authority. While not under PJM's jurisdictions, these conversations would be incomplete without a discussion of impact on costs allocation.
1. American Clean Power Association	Priority should be given to projects already progressing through the interconnection queue, as these resources represent the most immediate and financeable pipeline of new accredited capacity capable of addressing identified reliability needs. Resources selected through the Reliability Backstop should either be studied as a separate interconnection cluster or be treated consistently with Expedited Interconnection Track (EIT) principles. Under either approach, headroom reserved for existing queued projects should remain fixed based on the most recent queue base case. Any incremental network upgrades required to accommodate backstop resources should remain the responsibility of the selected resources or associated load and should not be reallocated to projects already advancing through the interconnection queue. Preserving queue integrity in this manner ensures that backstop procurement accelerates new supply without undermining the commercial expectations or financing assumptions of projects already advancing through the interconnection process.

1. New Jersey Board of Public Utilities' Staff	Data center load that chooses to participate in the Reliability Backstop should post collateral to help mitigate the impact that they would have on other participants or existing load if their data center load does not materialize by the delivery year. The collateral amount may mirror the interconnection process and decision point requirements. The Connect and Manage approach must be the alternative for data centers that choose not to bilaterally contract or participate in the Reliability Backstop Auction. If the data centers are not willing to pay for their needed supply, they should be subject to priority curtailment. To reflect this choice by data centers, any data center load subject to Connect and Manage should be removed from the BRA demand stack or any successor mechanism. In order for supply procured through the Reliability Backstop and EIT to come online within their timeframes, PJM may need to prioritize their interconnections over other resources in the queue. The prioritization of select resources should only minimally impact the existing interconnection queue, since the resources in this queue are also needed to ensure future resource adequacy. For instance, a Reliability Backstop resource targeting a longer-term delivery may not need priority queue treatment and can be managed through the normal queue process. If PJM proceeds with EIT development, to support the development of shovel-ready supply resources that can clear the Reliability Backstop but individually do not meet the proposed EIT MW threshold, EIT should allow the aggregation of resources to meet its MW threshold. Doing so will help avoid preferential treatment of certain resource types.
1. Pennsylvania Office of Consumer Advocate	Any proposed RBPM may interact with the existing BRA and incremental capacity auctions and other PJM markets. To try to assess such interactions, specific RBPM proposals would have to be analyzed since the elements of each proposal may affect how it interacts with existing PJM markets.
1. Blue Ridge Power Agency, Inc.	N/A

1. Delaware Division of the Public Advocate	Clarity: PJM's Operating Agreement already has an existing "Reliability Backstop Auction (RBA)" with established mechanisms. Calling the present backstop procurement process discussed in this workshop an RBA will lead to confusion between stakeholders, as seen during the workshop. DE DPA suggests this backstop procurement process have a name that references large loads, given that they are the reason for it. Demand: Capacity procured by the RBP should be based on buy offers on behalf of data centers/large load customers. Supply: Capacity procured must be new and deliverable. Service conditions: As set forth in the Presentation: Large load customers must not be connected to the system unless the following conditions are met: -Its supplier has an obligation from an RBP to cover its AI Data Center contract load plus a reserve margin. -The AI Data Center load brings sufficient new capacity to meet its load plus a reserve margin; See additional details in the Joint Presentation.
1. Calibrant Energy	The "Statement of Principles" from the White House/PJM Governors stated "The Undersigned Governors agree to: Use all available authorities to ensure that their state public utility commissions design rate class structures to ensure that their states' LSEs allocate their share of the cost to procure new capacity through the Reliability Backstop Auctions to new data center loads that have not otherwise procured capacity or agreed to be curtailable." This conversation will not be complete without a discussion of the options available to large load customers outside of or in addition to the backstop reliability auction. Therefore, the stakeholder discussion should include what qualifies as curtailable and how it will interact with: -Connect and manage proposal outlined in the Board's CIFP letter -Existing demand response programs (e.g. PRD) -Non-firm Contract Demand Service -Interim NITS -Bring your own capacity proposals -Participation in the RPM -Emergency Procedures Additionally, the statement of principles clearly highlights the interaction between the reliability backstop procurement and state retail rate authority. While not under PJM's jurisdiction, conversation regarding the Reliability Backstop would be incomplete without a discussion of impact on cost allocation.

1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-BYOP (Bring Your Own Power) incentives for large loads should be integrated into the procurement activity to reduce systemwide costs and align procurement with beneficiaries. oOpportunities to achieve this can include accelerated interconnection for resources tied to specific large loads -To the extent excess procurement activity supply results from the delay or cancellation of forecasted large loads, ensure that such capacity resource quantities are offered into the BRA at an efficient proxy price to avoid distorted outcomes. -Ensure the design avoids over procurement by ensuring the volumes sought in the procurement activity reflect load bids and/or verifiable load commitments.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	The backstop should be completely (100%) "off the books".
1. Buckeye Power, Inc.	n/a
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Alignment with BRAs is not critical; PJM needs to account for the development timeline of new resources. Existing credit requirements under the Tariff are adequate for interconnection. For credit and collateral requirements, if the Reliability Backstop Procurement (RBP) is set up as an RFP between buyers and sellers, the requirements should be established by the contracting parties.

1. Advanced Energy United, Inc.	PJM asks if the resources selected from the backstop procurement should be ahead of existing queue resources. The guiding principle when answering this question should be to avoid adverse impacts on projects already in the interconnection queue. PJM should also allow participation by capacity resources that will not require an interconnection study, including flexible demand response and aggregated distributed energy resources. PJM also asks how the backstop process should align or complement what was in the co-located load order. As discussed above, the RBP cannot be designed in a vacuum, but must include consideration of other pathways through which large load customers can secure capacity or agree to curtailment, given the intent of the RBP to serve new data center loads "that have not otherwise procured capacity or agreed to be curtailable" (White House / PJM Governors "Statement of Principles"). This should include discussion of what qualifies as agreeing to be "curtailable" and how the BRA will interact with: -Connect and manage proposal outlined in the Board's CIFP letter -Non-firm Contract Demand Service -Interim NITS -Bring your own capacity proposals -Participation in the RPM -Existing demand response programs -Emergency Procedures The Backstop Procurement should be designed such that it fosters opportunities for bilateral contracting between new large loads and new capacity resources through a bring-your-own-new-capacity approach. Bilateral contracting is likely to provide counterparties with more certainty and flexibility to structure contracts that meet their needs and that serve to accelerate financing and project development. This should not be limited to generation resources, but should also include storage, DR, and aggregated DERs.
1. New Jersey Division of Rate Counsel	N/A
1. Emerald AI	Emerald AI has built the toolset for an AI load to quickly agree to a retail-level contracting structure that will meet existing or modified PJM needs for flexible/curtailable capacity. Therefore, the stakeholder discussion should allow loads to present how they can support current PJM objectives and identifiable future needs through quantified, visible, curtailable products.
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	PJM should treat this as a last resort effort to procure only needed capacity and strive to have minimal impact on the existing BRA market.

1. Illinois Citizens Utility Board	If designed correctly, separating out data centers through the Reliability Backstop would insulate other consumers from their capacity costs. However, with two markets, there will be an incentive for power generators to remove themselves from the existing "organic" load market and contract with (presumably) higher-paying data centers in the second market. The result would then be less generation for existing customers, which will drive up prices for everyday consumers. The Reliability Backstop must be designed to safeguard against that possibility.
1. Zenobe Americas	no further comments
1. Natural Resources Defense Council	RPM Auctions: should auctions be run for a target DY before the backstop auction targeting the same DY? No, sellers can identify any target DY range in their offer bid. Interconnection Queue: Will the resources selected from the backstop auction be ahead of existing queue resources? Absolutely not. The backstop should integrate with queue cycles. Consider holding backstop auctions during the final agreement phase of each queue cycle, after applicants have a GIA but before the GIA signing deadline. This will allow sellers to form bids based on accurate price information, including the full cost of interconnection. Risk: What should the credit/collateral requirements be for participating parties? We suggest risk be managed through an approach similar to FTRs, where all buyers and sellers are pooled, but the pool is financially separate from the rest of PJM. Defaults on either payments or delivered UCAP pro-rated to participants. Beyond that, please have collateral requirements designed by risk management professionals, not stakeholders!

Question 3	
Company Name	**How far forward (in delivery years) should the Backstop look to address?**
1. MAREC Action	The further forward and more difficult the forecast gets, therefore, should consider limiting to 3 years (cleared BRA years).
1. Convergent Energy and Power LP	N/A
1. American Clean Power Association	A central design challenge is ensuring that backstop procurement is informed by BRA outcomes while recognizing the limitations of a one-year obligation procured only three years forward. BRA results should serve as the trigger indicating potential reliability risk, but should not alone determine the delivery year, quantity, or structure of backstop procurement. Instead, once a BRA outcome signals a shortfall, PJM should conduct a forward-looking reliability assessment across multiple delivery years and evaluate the interconnection queue to determine when new accredited capacity is reasonably expected to come online and contribute to resolving identified needs.
1. New Jersey Board of Public Utilities' Staff	PJM should primarily base this decision on the term length generators think will be necessary to finance new resources. Staff understands that industry finds seven years a viable target term length, and that length should be used as the starting point during this development process.
1. Pennsylvania Office of Consumer Advocate	The RBPM should address the long-term supply-demand imbalance due to data centers. This may require the Backstop to be 4 or more delivery years into the future. Having the Backstop too soon may prevent capacity developers from bringing projects online that provide sufficient and deliverable capacity need to meaningfully address the forecasted capacity shortfalls.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	10-20 years. See Joint Presentation.
1. Calibrant Energy	N/A
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-If the procurement activity occurs in 2026, the quantity sought should be closely tied to the observed BRA shortfall in the 2028/2029 Base Residual Auction. -COD for additional resources should be proposed by the resource seller. Given supply chain, interconnection study, network upgrade, and other issues which impact the timeline to develop a resource, a 2028/2029 COD should not be required.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	10 years
1. Buckeye Power, Inc.	The first procurement should be through 2030, and it should be an incremental process.

1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	The RBP should focus less on a particular Delivery Year; instead, it should focus on a timeframe needed to accommodate commercial feasibility and generation deliverability.
1. Advanced Energy United, Inc.	no answer
1. New Jersey Division of Rate Counsel	N/A
1. Emerald AI	The Backstop should primarily target the immediate "gap" years (2027/28 and 2028/29) where the BRA has already shown a shortfall or risk. However, it should allow for a rolling 3-to-5 year window.
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	Given the urgent need for new resources PJM should prioritize procuring resources to address current year shortfalls up to the Reliability Requirement. For future delivery years, PJM should consider the construction timelines and only procure additional capacity for future delivery years if construction timelines require immediate action. Efforts should be made to avoid over procurement tied to speculative load and to preserve the fundamental framework of the BRA.
1. Illinois Citizens Utility Board	The Backstop should ensure that a large load customer cannot be added to the system after June 1, 2028, unless it participates in the Backstop Procurement, self-supplies, or is subject to curtailment.
1. Zenobe Americas	- Set multiple tranches for different delivery years, with their own procurement targets (e.g. 2028/2029, 2029/2030, etc.) set to capacity shortfall

1. Natural Resources Defense Council	1. Should allow currently queued projects 2. The auction should cover a period from roughly current year + 1 to current year + 10. But, both buyers and sellers are able to make offers/bids that do not cover the entire period. (Is there a feasible approach to clearing an auction for both best fit and least cost? Possibly maximize buyer surplus subject to constraint that every seller must clear its entire quantity and term)

Question 4	
Company Name	**How should the procurement targets be calculated and what party should be setting the targets?**
1. MAREC Action	PJM could calculate the procurement targets by netting the incremental large-load demand out of the base load forecast and use the remaining load forecast to determine the residual reliability need to be met through RPM procurement, i.e., the delta between UCAP required for native load and new, non-large loads and the UCAP expected to clear through the BRA.
1. Convergent Energy and Power LP	Load buy bids should determine procurement targets. Buy bid solicitation is a natural way to discipline forecasts to ensure that these procurements are right sized to load which is at a stage of readiness to make investments to achieve capacity service.
1. American Clean Power Association	Once a BRA outcome signals a shortfall, PJM should conduct a forward-looking reliability assessment across multiple delivery years and evaluate the interconnection queue to determine when new accredited capacity is reasonably expected to come online and contribute to resolving identified needs. Procurement targets should be established by PJM based on this forward-looking reliability assessment, with transparency into assumptions, inputs, and methodology. It is therefore critical that PJM first implement the Board-directed improvements to load forecasting for the 2027 forecast year and use that refined forecast as the foundation for both the BRA and any subsequent backstop procurement. Forecasts used for procurement decisions should reflect only tangible load additions supported by verifiable commercial commitments and identifiable counterparties, ensuring that projected demand reflects load that can reasonably be expected to materialize. Assume the December 2026 BRA for the 2029/2030 Delivery Year reflects a 2,000 MW reliability shortfall based on PJM's refined load forecast. That outcome should serve as the trigger for backstop procurement. PJM should then evaluate the interconnection queue and expected commercial operation timelines of new resources to determine how that reliability need can be addressed across multiple delivery years rather than requiring all capacity to be online by June 1, 2029. Suppose 500 MW of new accredited capacity from EIT resources which must be online within three years under program rules will be available for the 2029/2030 Delivery Year, with an additional 800 MW expected to reach commercial operation in 2030 and another 700 MW in 2031. PJM could structure backstop procurement to recognize this staged entry of supply. In 2029/2030, only the 500 MW actually online would support load without restriction. Any load entering ahead of contracted supply would operate under connect-and-manage provisions and remain subject to curtailment or operational limitations as necessary to preserve reliability. For the 2030/2031 Delivery Year, the additional 800 MW coming online would further reduce the identified reliability gap and could be paired with incremental load. By the 2031/2032 Delivery Year, the additional 700 MW expected to achieve commercial operation would provide further accredited capacity to meet system needs, subject to updated load forecasts and BRA outcomes. PJM could therefore align procurement and commercial matching across a multi-year horizon rather than tying procurement rigidly to a single delivery year. If updated forecasts in subsequent years indicate changes in projected load growth, PJM could adjust procurement quantities and timing accordingly. Throughout this period, reliability would remain protected because only load supported by accredited capacity actually in service would operate without restriction, while load entering ahead of supply would remain subject to connect-and-manage provisions. While the example above illustrates a bilateral matching framework, PJM could alternatively implement a structured supply-and-demand matching or optimization process. Assume the December 2026 BRA for the 2029/2030 Delivery Year identifies a 2,000 MW reliability shortfall. PJM could invite verifiable new load expected between 2029 and 2031 to submit capacity needs (timing, location, duration), while supply resources submit offers reflecting accredited capacity, commercial operation date, and required long-term revenue support. Illustratively, PJM could match supply across delivery tranches, such as: - 2029 COD: ~500 MW of near-term supply at approximately $150-$175/MW-day - 2030 COD: ~800 MW of queued resources at approximately $120-$150/MW-day - 2031 COD: ~700 MW of later-entry resources at approximately $105-$135/MW-day

	PJM could optimize matching across these tranches to ensure sufficient accredited capacity is secured over time rather than requiring all capacity to be online in a single delivery year. Load entering service ahead of later tranches would operate under connect-and-manage provisions until additional supply achieves commercial operation. Providing PJM flexibility to implement either a bilateral matching framework or a centralized optimization approach would allow selection of the structure that best ensures reliability, preserves queue integrity, and enables timely development of new accredited capacity
1. New Jersey Board of Public Utilities' Staff	Data centers should be the ones to set the RBA procurement demand curve, including the target quantity and the price. Data centers should pay for the generation up to where they no longer find it financially worthwhile. Absent a paired generation source, data centers should be subject to curtailment under Connect and Manage and removed from the general capacity auction stack. By having data centers set their participation and willingness to pay, concerns about uncertain load forecasts are addressed. Doing so also minimizes the risk that existing ratepayers will bear costs due to stranded assets or underbuilt resources.
1. Pennsylvania Office of Consumer Advocate	LSEs that anticipate serving new data centers that decide to participate in the RBPM should offer the amount of capacity they are wiling to purchase and their maximum willingness to pay. PJM should not determine these targets.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	No comment at this time.
1. Calibrant Energy	Load "buy bids" should determine procurement targets. Load bids are a natural way to discipline forecasts to ensure that these procurements are right sized to load which is mature enough to make investments to achieve capacity service.
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-We strongly encourage the procurement target be determined by large load (or LSEs on their behalf) offers to purchase capacity sufficient to meet their load. olf such activity is unfeasible, utilize any observed shortfall in the 2028/2029 Base Residual Auction.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	The data centers that want to satisfy the proposed Bring Your own NEW Generation requirement
1. Buckeye Power, Inc.	Based on PJM's load forecast, which should be based on signed retail service agreements. This would allow costs to be directly allocated to the appropriate LSE serving the large load. Procurement of any capacity without signed electric service agreements may lead to over procurement and cost shifting.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	PJM should conduct an analysis to determine a target amount of capacity over the established timeframe to help inform LSEs about how much PJM believes the LSE needs to procure as part of the RFP to supplement their current plans for generation development.
1. Advanced Energy United, Inc.	no answer
1. New Jersey Division of Rate Counsel	The procurement targets should be based on voluntary load side bids, and not on the entire shortfall. Voluntary load side bids could come from data centers, Load-Serving Entities, or wholesale customers. The load that takes on the risk should then be allowed to address that risk as it sees fit. The only requirement should be that costs caused by new large load should not be allocated to other end users. A different approach, such as basing procurement targets on the entire shortfall, would require imposing the cost of procured resources on parties that have not agreed to bear those costs, such as other end use customers. This would be a clear violation of the cost causation principle and is unacceptable.
1. Emerald AI	The crucial factor is not just the year, but the energization speed. For loads that bring "bankable flex," the Backstop should allow for near-term procurement (12â€"18 months) rather than forcing them to wait for a 3-year capacity cycle. This allows PJM to "fill the gap" with flexible load today while traditional generation and transmission upgrades catch up.
1. Hydrostor	N/A

1. Invenergy Energy Management LLC	Based on current RPM Reliability Requirements
1. Illinois Citizens Utility Board	-
1. Zenobe Americas	Shortfall between forecaseted load and the forecast UCAP of generation
1. Natural Resources Defense Council	Set by buyers. Part of the appeal here is that it can more explicitly shift long term planning back to states and utilities.

Question 5	
Company Name	**Should the backstop procurement be limited to large load or should all load growth be considered?**
1. MAREC Action	PJM's role should be limited to an administrative function such as managing a bulletin board for matching load and generation, or holding a procurement for clearing offers and bids using a standardized contract. The RBA should procure on behalf of large loads that opt in, or non-large loads that don't opt out. For reasons described above, it is very likely more efficient (in terms of both cost and speed-to-market) for large loads to meet their BYONG obligations through bilateral contracts, and the RBA should be an option and not mandatory. (If a large load does not participate in the RBA and does not BYONG, then it is accepting connect-and-manage treatment.) Alternatively, the RBA could be made available for all load to participate.
1. Convergent Energy and Power LP	N/A
1. American Clean Power Association	The backstop procurement should be initiated when the BRA fails to clear at the 1-10 level of reliability. Once initiated, backstop capacity should be transacted between supply and large load.
1. New Jersey Board of Public Utilities' Staff	While the Reliability Backstop Auction should be primarily targeted at data center load, Staff recognizes that there may be native load shortfalls to address. PJM should consider running a separate Reliability Backstop Auction for native load "“ to be run before the data center targeted auction to secure resources for the native load shortfall. This approach, or something similar, may be necessary because the BRA is unlikely to attract new resources in the short term while the Reliability Backstop auction is an option. Any auction for native load will need a price cap, which can use Point A of the VRR curve as a starting value in development.
1. Pennsylvania Office of Consumer Advocate	Organic load growth should be addressed through the BRA and subsequent incremental auctions. Not including organic load growth in the RBPM allows for all the costs of that mechanism to be allocated to data centers per the White House-PM Governors Statement.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	It should be limited to large load. Opening the RBP to all growth would negate the purpose of the Capacity Auction and the existing RBA. This is also supported by the PJM Governors' Statement and PA OCA proposal.
1. Calibrant Energy	N/A

1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	The procurement activity should be limited to large loads as the primary driver of the existing shortfall.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	Limited to large loads only
1. Buckeye Power, Inc.	The backstop procurement should be limited to large loads because that has been the primary driver of the capacity shortfall in the PJM region and expected to be the primary cause into the future.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	The procurement should be limited to new large loads.

1. Advanced Energy United, Inc.	To avoid over-procurement and best align the RBP with actual need, load buy bids should determine procurement targets. This would discipline forecasts while also taking into account capacity procured through bilateral contracts (via bring your own new capacity constructs) and load's willingness to be curtailed. If all load growth is considered, this must also be reflected in cost allocation (rather than allocating the costs of all load growth to certain new loads). If the RBP is limited to large load, it should include all large load and not just new data center load. PJM should also consider not only doing this as one large procurement and thereby avoid putting all eggs in one basket. With a new load forecast coming out only a few months later, perhaps the first procurement should be for a potion that is certain to be firm ahead of a new forecast.
1. New Jersey Division of Rate Counsel	See previous answer.
1. Emerald AI	
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	It should be focused on all load that is at risk due to reliability event.
1. Illinois Citizens Utility Board	The Backstop Procurement should be limited to large loads. Large loads are the main driver of the supply/demand imbalance. Considering all load growth would introduce additional challenges regarding the counterparty design etc.
1. Zenobe Americas	Any large load that hasn't bilaterally contracted with generation, through approved PJM mechnisms.
1. Natural Resources Defense Council	Any PJM market participant that could buy capacity in a bilateral transaction is eligible to place bids in the backstop procurement. Quantities are set by buyers; large loads and LSEs would be expected to purchase capacity for large loads. States, public power, and/or utilities can decide if they want to purchase capacity for other load growth.

Question 6	
Company Name	**Please list any considerations for determining the Counterparty to the long-term contracts through the Reliability Backstop Procurement. (example: should this be the buyer (LSE) or PJM?)**
1. MAREC Action	As noted above, PJM should only be the administrator of the long-term contract auction. LSEs, or their customers who opt in, should be the counterparties.
1. Convergent Energy and Power LP	N/A
1. American Clean Power Association	PJM should establish a transparent framework that enables verifiable new load to be matched with prospective capacity resources already advancing through the interconnection queue. This could take the form of a bilateral "bulletin board" mechanism providing visibility into accredited capacity, expected commercial operation timelines, and interconnection locations, including opportunities where queued generation and proposed large loads may interconnect at or behind the same point of interconnection, including through Surplus Interconnection Service. Such transparency would enable efficient co-location and paired development that can reduce upgrade costs, minimize network impacts, and accelerate deployment timelines while preserving queue integrity.
1. New Jersey Board of Public Utilities' Staff	This largely depends on the chosen mechanism. If PJM runs a two-sided auction, PJM will effectively manage the important contracting parameters. Staff is open to system where data centers and LSEs are the direct counterparties for the generators for instance, through a "Dating Service" type of auction. Ultimately, the counterparty decision is secondary to the chosen mechanism. Staff does not have a strong opinion here so long as the data centers are ultimately responsible for the costs of the new generation.
1. Pennsylvania Office of Consumer Advocate	The buyer LSE, not PJM, must be the counterparty. As the White House-PJM Governors Statement makes clear, all the costs of the RBPM are allocated to LSEs with new data centers that have not self-procured new capacity or agreed to be curtailable.
1. Blue Ridge Power Agency, Inc.	We are deeply concerned with the impact of assigning of RBA procured capacity to net-short LSEs at presumably high prices. It would be preferable to see new large loads enter into these contracts themselves.
1. Delaware Division of the Public Advocate	The counterparty should be either the large load customer directly or the load-serving entity assigned the data center's capacity obligation.
1. Calibrant Energy	N/A
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-PJM or PJMSettlement Inc is the most likely counterparty. However, other considerations may include: oIf the procurement activity is based upon large load buy bids, the counterparty should be the participating large loads. oIf the procurement activity is based upon PJM-determined shortfall targets, PJMSettlement Inc. should be the counterparty. -PJM may be necessary for certain keep-whole purposes, including loss of anticipated load or other mismatch (in timing or quantity) of new generation resources and the large loads for which the resources were procured.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	It should be completely "Off-the-Books). This applies not not to the party that is selling/buying title to the capacity itself, but also to any aspect of underwriting the credit/default responsibility.
1. Buckeye Power, Inc.	PJM is currently the counterparty for all capacity transactions and should continue in that role under the reliability backstop procurement. PJM must require the adequate credit support to ensure no default risk and liability to the rest of PJM.

1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	The counterparties should be willing buyers and sellers. Buyers should be limited to entities with a final obligation to serve new large loads. Sellers are parties that own or are developing new capacity. States and large loads will be able to procure capacity resources by entering into agreements with an LSE who will transact in the bilateral market on their behalf.
1. Advanced Energy United, Inc.	no answer
1. New Jersey Division of Rate Counsel	The Counterparty should be the buyer, not PJM. Again, Rate Counsel supports voluntary load side bids, meaning that the loads that bid determine the procurement target, cost allocation, term of commitment, etc. - not PJM.
1. Emerald AI	PJM should include all new resources: generation, uprates, surplus, imports, demand response, and DERs. No limitations on: Project size (diversified portfolios reduce risk) or ELCC (ELCC already creates a substitutable product). Inclusion of Load Flexibility: "Bankable flex" should be treated as a supply-side equivalent in the reliability model. PJM may consider limitations on: Location: Ensuring that the capacity procured is deliverable to the load that procured that capacity Timing: Ensuring the a selected MWs would be deliverable to the load by the specified delivery year(s)
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	PJM Settlements should be the counterparty to the agreement; this ensures that capacity sellers will be paid per the contract. PJM has the authority to pass the costs on to the LSE's and ensure sellers are made whole.
1. Illinois Citizens Utility Board	PJM should avoid becoming the counterparty, since that could expose all of PJM to risk. Rather, the parties to the contract should be the large load and contracting generator(s).
1. Zenobe Americas	PJM should be the counterparty, like the RPM capacity market.
1. Natural Resources Defense Council	Pool of buyers, please see answers in previous questions.

Question 7		
Company Name	**What criteria should be used to determine eligible supply for a Reliability Backstop Procurement? (Select all that apply.)**	**What criteria should be used to determine eligible supply for a Reliability Backstop Procurement? (Select all that apply.) - Other Detail**
1. MAREC Action	Uprates,Surplus,Demand Response,Distributed Energy Resources (DER),Other	Open to all generation types including wind, solar, storage so no UCAP limits should be imposed, create a barrier for these resources. Open to all currently queued projects and those with signed GIAs that have not cleared previous BRAs/IRAs. New resources should exclude uprates, repowering, and fuel switching, to ensure this is incentivizing genuinely new capacity.
1. Convergent Energy and Power LP	Other	PJM should be seeking any new MW of UCAP in these procurements that are deliverable to the contracted load by the specified delivery year. This means that PJM should include all new resources including generation, uprates, surplus, imports, demand response, and DERs. PJM should not include limitations on: -Project sizes: loads should be able to contract/procure with multiple resources to meet their obligation. Diversified portfolios may reduce risk -ELCC: ELCC is intended to create a substitutable capacity product, so no further restrictions are necessary. Consideration of ELCC changes should be made in contract terms -Operational Profiles: This auction should be procuring capacity. ELCC reflects the operational characteristics of units to create a substitutable capacity product. PJM may consider limitations on: -Location: Ensuring that the capacity procured is deliverable to the load that procured that capacity -Timing: Ensuring the a selected MWs would be deliverable to the load by the specified delivery year(s)
1. American Clean Power Association	Uprates,Surplus,Other	Only new capacity, uprates to existing capacity, and Surplus Interconnection Service capacity, should qualify for backstop
1. New Jersey Board of Public Utilities' Staff	Uprates,Demand Response,Distributed Energy Resources (DER),Other	Reliability Backstop Procurement should only be for capacity resources that have not cleared a BRA. Any resources with ELCC accreditation that can contribute new UCAP should be eligible for Backstop Procurement. New capacity should be defined as capacity resources that have not cleared a previous BRA. Deferred retirements would generally not be eligible, however the new MWs associated with uprates would be eligible. Staff is open to fuel switching being considered if the resource can prove that the fuel switching is legally required to continue operation. Demand response must show multi-year commitments, corresponding to the term length used for other resources in the auction, to be eligible. *no opinion on the use of surplus resources to determine eligibility

1. Pennsylvania Office of Consumer Advocate	Other	As the White House-PJM Governors Statement makes clear, the capacity resources must be new, i.e., have not previously provided capacity resources to PJM. Additional, incremental uprates (but not the existing underlying resource) may be eligible. Deferred retirements and fuel switching are not new. Specific criteria to determine if imports and demand response is new may need to be developed. Regarding the types of eligible new capacity resources, the RBPM should consider allowing new capacity resources that meet PJM's definition and requirements for capacity resources as the starting point for discussion.
1. Blue Ridge Power Agency, Inc.	Uprates,Surplus,Deferred Retirements,Imports (pseudo ties),Demand Response	
1. Delaware Division of the Public Advocate	Other	Eligible Supply should be New and Deliverable. Capacity resources that have previously supplied capacity to PJM should not be eligible to participate in this backstop procurement process. Incremental uprates may be eligible, but not the existing resource. Deferred retirements and fuel switching should not be eligible.
1. Calibrant Energy	Uprates,Surplus,Imports (pseudo ties),Demand Response,Distributed Energy Resources (DER),Other	PJM should be seeking any new MW of UCAP in these procurements that are deliverable to the contracted load by the specified delivery year. This means that PJM should include all new resources including generation, storage, uprates, surplus, imports, demand response, and DERs. PJM should not include limitations on: - Project sizes: loads should be able to contract/procure with multiple resources to meet their obligation. Diversified portfolios may reduce risk - ELCC: ELCC is intended to create a substitutable capacity product, so no further restrictions are necessary. Consideration of ELCC changes should be made in contract terms - Operational Profiles: This auction should be procuring capacity. ELCC reflects the operational characteristics of units to create a substitutable capacity product. PJM may consider limitations on: - Location: Ensuring that the capacity procured is deliverable to the load that procured that capacity - Timing: Ensuring the a selected MWs would be deliverable to the load by the specified delivery year(s)

1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	Uprates,Demand Response,Other	-New dispatchable Generating Capacity Resources -New uprates to existing Generating Capacity Resources -Repowering of retired facilities -Demand Response All resources must provide: -COD commitments, -Critical path construction schedules, and -Willingness to assume cost overrun risk of the project.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	Other	New generation and uprates that cause the overall cost base capacity rate to increase by at least 50% of the current CONE rate
1. Buckeye Power, Inc.	Other	The reliability backstop procurement process must only procure new generation resources. Anything other than new power generation is an attempt to exit the RPM construct and benefit from "revenue certainty" created through this process. These new large load data centers have high load factors which require new generation with a matching high capacity factor. DR cannot be used to served data centers 24x7.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Uprates,Surplus,Deferred Retirements,Imports (pseudo ties),Demand Response,Distributed Energy Resources (DER),Other	New build (In any stage; i.e. can have a signed GIA, be in the queue, or have not entered the queue yet.)
1. Advanced Energy United, Inc.	Uprates,Surplus,Imports (pseudo ties),Demand Response,Distributed Energy Resources (DER)	
1. New Jersey Division of Rate Counsel	Other	no suggestions
1. Emerald AI	Demand Response	

1. Hydrostor	Other	N/A
1. Invenergy Energy Management LLC	Uprates,Surplus,Other	DR is voluntary so it shouldn't participate in the Reliability Backstop but can participate in future BRAs.
1. Illinois Citizens Utility Board	Uprates,Surplus,Imports (pseudo ties),Distributed Energy Resources (DER),Other	Only the incremental additional capacity of an uprate should qualify. Fuel switching should not qualify.
1. Zenobe Americas	Surplus,Distributed Energy Resources (DER)	
1. Natural Resources Defense Council	Uprates,Surplus,Imports (pseudo ties),Demand Response,Distributed Energy Resources (DER),Other	All sources of new UCAP are eligible, regardless of size or technology. Rules for determining what qualifies as "new" for DR and imports may need to be developed. Generation should have a GIA, but not necessarily have signed it yet. Capacity may be offered for term starting at the in-service date in the GIA

Question 8	
Company Name	**Please explain your position on term of contracts.**
1. MAREC Action	The term should be, at the very least, for 10 years, but ideally for 15 years. ELCC should determine the MW offer basis for generation, and be set as the ELCC in the Delivery Year. This ELCC must be held constant for the over contract term to achieve price stability and long-term matching of load with generation.
1. Convergent Energy and Power LP	Contract terms should be sufficient to support the development of projects consistent with PJM's stated goal of providing enough revenue certainty to encourage investment on the system. As part of this conversation, PJM should consider what happens to the load and generation when the contract term expires.
1. American Clean Power Association	Counterparties should retain flexibility to negotiate arrangements tailored to development realities including price, term length, commercial operation dates, co-location structures, and hybrid configurations. PJM would maintain visibility into these arrangements to confirm that sufficient accredited capacity is being secured to address identified reliability needs. Where a contracted resource fails to achieve its expected in-service date, the associated load would bear the commercial risk and remain subject to connect-and-manage provisions, including potential curtailment exposure, until sufficient capacity is operational.
1. New Jersey Board of Public Utilities' Staff	PJM should primarily base this decision on the term length generators think will be necessary to finance new resources. Staff understands that industry is comfortable with a seven-year term length. Staff also expects the generator industry may have different price requirements depending on the term length it is appropriate to compare these price differentials against data center willingness to pay.
1. Pennsylvania Office of Consumer Advocate	The term of the contracts should be based upon the input from potential buyers and sellers in the RBPM. Somewhere in the range of 10-20 years is appropriate.
1. Blue Ridge Power Agency, Inc.	Shorter term contracts - five years or less - are preferable since the RBA is intended to be a transitional mechanism.
1. Delaware Division of the Public Advocate	The contract term should be based on potential buyers and sellers but generally fall within a 10-20-year range.

1. Calibrant Energy	Contract terms should be sufficient to support the development of projects consistent with PJM's stated goal of providing enough revenue certainty to encourage investment on the system. As part of this conversation, PJM should consider what happens to the load and generation when the contract term expires.
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-Our preference is a uniform 15 year term from COD for clarity and financeability -Terms up to 15 years for revenue assurance from COD wherein resources would include a term less than 15 years in their offer may also be acceptable.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	not in excess of 10 years
1. Buckeye Power, Inc.	n/a
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Parties to contracts need to be afforded flexibility in determining the terms and conditions of contracts. One supply resource should be allowed to enter into agreements with multiple buyers, and vice versa.
1. Advanced Energy United, Inc.	United does not take a position on the term of contracts at this time, but notes that both load and capacity resources may have different preferences for contract term that may be most efficiently negotiated bilaterally, underscoring the importance of aligning the RBP with a bring your own new capacity option.
1. New Jersey Division of Rate Counsel	The procurement should be based on voluntary load side bids; those bids express the term desired and maximum willingness to pay. PJM should not determine the term of contracts.

1. Emerald AI	-
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	Capacity Sellers should be able to choose their offer terms up to the tariff allowed 15 years. The 15-year term is also consistent with the NEDC and PJM Governor's letter. For projects to be financeable, 15 year or longer terms are often required. If PJM's intent is to encourage new resources to come online it should amend the tariff to allow for longer terms that match the expected life of the projects.
1. Illinois Citizens Utility Board	-
1. Zenobe Americas	15-20 year contract
1. Natural Resources Defense Council	Ten years seems a reasonable compromise term. Our main point is to allow offers with varying start dates to enable new supply with varying build times.

Question 9	
Company Name	**Are there willingness-to-pay considerations to resource selection? Please explain.**
1. MAREC Action	no comment, this needs careful consideration
1. Convergent Energy and Power LP	Load willingness-to-pay will likely depend on the alternatives available to them. Consistent with our response to slides 9-10, this conversation would not be complete without a discussion regarding the ability of load to participate in: -Connect and Manage -Non-Firm Contract Demand Service -Interim NITS -Bring your own capacity proposals -Participation in the RPM -Existing demand response programs
1. American Clean Power Association	Willingness to pay should be reflected either through bilateral negotiations between suppliers and large load or through a structured clearing mechanism in which supply competes to serve identified load demand. Under a bilateral framework, willingness to pay would be determined directly through commercial negotiations between load and prospective capacity suppliers, reflecting project-specific considerations such as location, timing, co-location opportunities, use of Surplus Interconnection Service, and contract duration. This approach allows willingness to pay to align with the actual commercial value of capacity to the contracting load while preserving flexibility to structure arrangements that accelerate development of new accredited capacity. Alternatively, willingness to pay could be revealed through a structured supply-and-demand matching or clearing process in which verifiable load specifies its capacity requirements "" including quantity, timing, and duration "" and supply resources submit competitive offers to serve that demand. PJM could then match supply and demand in a transparent manner that reflects the cost of bringing incremental accredited capacity online over time, ensuring that willingness to pay is expressed through competitive offers rather than administratively determined pricing.
1. New Jersey Board of Public Utilities' Staff	Data centers should be fully responsible for the costs of procuring any capacity that they don't offset with capacity that they bring to the grid. These loads should also be subject to curtailment prior to pre-emergency DR deployment if they are unable to offset their capacity. Data centers will be able to determine whether there should be a limit on the price they are willing to pay to maintain reliability.
1. Pennsylvania Office of Consumer Advocate	The LSE entities that participate in the RBPM should be able to bid in their willingness to pay for different amounts of capacity.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	Purchasers in the market should be permitted to clear at levels aligned with large load customers willingness to pay, so long as the large load customers are the sole party responsible for such costs.

1. Calibrant Energy	Load willingness-to-pay will likely depend on the alternatives available to them. Consistent with our response to slides 9-10, this conversation would not be complete without a discussion regarding the ability of load to participate in: -Connect and Manage -Existing demand response programs (e.g. PRD) -Non-Firm Contract Demand Service -Interim NITS -Bring your own capacity proposals -Participation in the RPM
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-We recommend a pay-as-bid RFO style procurement. -If large loads (or LSEs on their behalf) are responsible for submitting buy bids, there is an express mechanism to reflect willingness to pay. oIn this scenario, no price cap is necessary as willing buyers and sellers are responsible for price discovery. -If the quantity procured is determined by PJM and using the observed shortage in a recent BRA, then a cap based on a multiple of Point (1) on the normal-course demand curve is appropriate for price discovery. We expect that, similar to RPM auctions, no Planned Resources carry an offer cap in the BRA.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	Yes. Only those parties that want to participate, and such parties should specify their up to rate they are willing to pay..
1. Buckeye Power, Inc.	Any large loads data centers that are unwilling to be included in this process should be considered non-firm.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Demand bids submitted by buyers determine willingness-to-pay.
1. Advanced Energy United, Inc.	no answer
1. New Jersey Division of Rate Counsel	Again, the procurement should be based on voluntary load side bids; those bids express the term desired and maximum willingness to pay. PJM should not determine the willingness to pay considerations.

1. Emerald AI	-
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	Capacity Sellers should offer the actual price of the project to PJM. The CONE and other values tied to CONE are estimates based on dated surveys and do not represent actual costs to build specific projects in today's market.
1. Illinois Citizens Utility Board	Willingness to pay is not a meaningful metric for organic load, which is a further argument for ensuring that any Reliability Backstop Procurement only applies to large loads.
1. Zenobe Americas	No further comments
1. Natural Resources Defense Council	Willingness to pay should be set by buyers, not PJM. This auction gives states, public power, and utilities an additional tool to plan capacity to meet organic load growth, especially if they believe the BRA may not attract sufficient new supply. States that believe new supply is needed can act on their own or through their regulated utilities to make buy offers.

Question 10	
Company Name	**How should the Reliability Backstop process take into account deliverability and necessary system upgrades?**
1. MAREC Action	Resources must be fully deliverable for their UCAP to count in the RBA. Resource could bid in-service-dates into the RBA that reflect their ability to supply UCAP, which requires that they be deliverable, however, this could get complicated and would need careful consideration. Alternatively, could set multiple tranches for different delivery years, with their own procurement targets (e.g. 2028/2029, 2029/2030, etc.) set to capacity shortfall.
1. Convergent Energy and Power LP	Projects selected in the backstop procurement must be deliverable by the specified delivery year. Projects with fewer network upgrades and less system impact would be more likely to be deliverable by the specified delivery year. That said, not all projects that should be eligible to participate in the backstop auction will be required to go through PJM's interconnection queue. PJM could consider interim service levels while supply, load, and upgrades are built. PJM should consider how this interacts with Interim NITS and provisional service for generators.
1. American Clean Power Association	Priority should be given to projects already progressing through the interconnection queue, as these resources represent the most immediate and financeable pipeline of new accredited capacity capable of addressing identified reliability needs. Resources selected through the Reliability Backstop should either be studied as a separate interconnection cluster or be treated consistently with Expedited Interconnection Track (EIT) principles. Under either approach, headroom reserved for existing queued projects should remain fixed based on the most recent queue base case. Any incremental network upgrades required to accommodate backstop resources should remain the responsibility of the selected resources or associated load and should not be reallocated to projects already advancing through the interconnection queue. Preserving queue integrity in this manner ensures that backstop procurement accelerates new supply without undermining the commercial expectations or financing assumptions of projects already advancing through the interconnection process.
1. New Jersey Board of Public Utilities' Staff	Transmission projects necessitated by backstop resources should be fully allocated to the resources that prompt thema. Costs associated with backstop resource interconnections should be factored into the bid prices offered by those resources.
1. Pennsylvania Office of Consumer Advocate	The Reliability Backstop should require that successful new capacity resources be deliverable and pay for all necessary system upgrades as is the case for existing capacity resources.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	The backstop procurement process should require that capacity procured be both new and deliverable. System upgrade costs should be assigned to the capacity supplier and should prioritize resources with the least need for transmission upgrades. See additional details in the Joint Presentation.

1. Calibrant Energy	Projects selected in the backstop procurement must be deliverable by the specified delivery year. Projects with fewer network upgrades and less system impact would be more likely to be deliverable by the specified delivery year. That said, not all projects that should be eligible to participate in the backstop auction will be required to go through PJM's interconnection queue. PJM could consider interim service levels while supply, load, and upgrades are built. PJM should consider how this interacts with Interim NITS and provisional service for generators.
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-All eligible projects should be deliverable. -Deliverability and other interconnection studies shall be conducted in a separate, accelerated interconnection process outside of and ahead of the cluster interconnection process. oEligible projects currently in the queue should not be precluded from participating in the procurement activity. -The developer of the resource should bear cost-overrun risk associated with network upgrades subject to certain bounds (eg., a % or not-to-exceed value). -Consider performance obligations based on unit specific ELCC, insulating developers from classwide ELCC degradation.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	Good question. Not sure
1. Buckeye Power, Inc.	Any upgrade costs associated with this process should be allocated directly to the new large load data centers.
1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Demand bids submitted by buyers determine willingness-to-pay.

1. Advanced Energy United, Inc.	As noted above, the RBP should not disrupt existing interconnection processes, and PJM should instead take all steps feasible to accelerate ongoing interconnection studies to provide information to interconnection customers ahead of the RBP. PJM should not provide different network upgrade cost allocation treatment to reliability backstop resources; to the extent PJM wishes to re-examine cost allocation for network upgrades that are identified through the interconnection process but that may have broader benefits to load, it should do so for all interconnection customers.
1. New Jersey Division of Rate Counsel	Deliverability matters. A load's supply must be deliverable to it and transmission may not be available. Developers should take on associated risks the same as other capacity resources.
1. Emerald AI	PJM should allow for an accelerated interconnection and procurement timeline where projects require fewer network upgrades and impose less system impact. PJM already plans for "Net Peak Load" through its existing reliability model and if a load can prove it has "bankable" flexibility (meaning it has validated hardware or software controls to drop load instantly), it reduces the need for massive, multi-year transmission upgrades because it doesn't stress the system during peak reliability hours. Crucially, the "year of need" assessment must include a mechanism for faster energization for loads that provide bankable flexibility. That is, if a load can demonstrate quantified, visible, and curtailable flexibility (e.g., through Emerald AI's toolset), PJM should account for that benefit through an accelerated interconnection and procurement timeline. These loads reduce the immediate burden on the transmission system, allowing for reliability needs to be met pending completion of long-lead transmission upgrades.
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	PJM should have Capacity Sellers offer bids exclusive of transmission upgrade and deliverability upgrade costs which will be nearly impossible for developers to predict and price at this time. From the offer bids exclusive of upgrade costs, PJM could select a larger number of projects to which it would then apply an interconnection study screen. From this pool of projects PJM should then select those with the lowest combined base cost and upgrade construction timelines and costs. Cost allocation for transmission upgrade and delivery costs should be carried through to the LSE's with the same pro-rata share as the capacity costs so they can be assigned to the large load data centers. If PJM assigns transmission upgrade costs to generators, they need to have an off ramp if transmission costs are not economical.
1. Illinois Citizens Utility Board	Any necessary system upgrades must be cost-allocated to the relevant parties participating in the Reliability Backstop.
1. Zenobe Americas	Set multiple tranches for different delivery years, with their own procurement targets (e.g. 2028/2029, 2029/2030, etc.) set to capacity shortfall. This allows projects with different devilerability dates, as opposed to a hard cut-off date.

1. Natural Resources Defense Council	Deliverability should be handled much like RPM, but with a constraint on how much transfer capacity the backstop auction can consume for years where the BRA hasn't been held yet. One option is to not let the backstop auction reduce remaining CTEL to below 1.15 CETO, aligning with the criteria for creating a separate LDA. Suppliers should be allowed to incorporate interconnection costs into their offers.

Question 11	
Company Name	**Should the backstop procurement be targeting September 2026? Please explain.**
1. MAREC Action	This is a very tight timeline and anything procured under this construct will likely not be in service for multiple years in the future. As noted above, it would be more constructive in the near-term to facilitate existing GIAs ability to get in service. In the future, PJM should attempt to time RBAs around major interconnection milestones "" for example, RBAs might reasonably come after a major cycle makes it through DP1, but issue awards before DP2, so that suppliers have some information about interconnection timelines but to make informed offers, while having certainty on off-take awards before putting major money at risk as happens at DP2.
1. Convergent Energy and Power LP	N/A
1. American Clean Power Association	Yes - PJM should follow the direction specified by the Administration and the PJM governors.
1. New Jersey Board of Public Utilities' Staff	September 2026 is a good target to aim towards. However, some flexibility may be required to ensure the proposed mechanisms are in a good position to succeed.
1. Pennsylvania Office of Consumer Advocate	The Reliability Backstop Procurement Mechanism should occur as soon as it is ready.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	The auction should occur as soon as it is ready and should target September 2026.
1. Calibrant Energy	N/A
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	We support sequencing the backstop after the 2028/29 BRA and do not oppose a September 2026 timeline if PJM is operationally ready. Key timing considerations: -Procurement must not distort upcoming BRAs. -Sufficient offer window is needed for developers to finalize cost and permitting packages. -Interconnection acceleration must be active (TC2, RRI alignment).
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	That might be aggressive
1. Buckeye Power, Inc.	n/a

1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	Yes.
1. Advanced Energy United, Inc.	Stakeholders need clarity not only on the design of the RBP but on interrelated issues, such as bring your own new capacity, connect and manage, and co-location pathways. All of these options and their interactions must be sufficiently clear well enough ahead of the RBP to allow new large loads and prospective RBP supply resources to make informed decisions about how to proceed. If that is not feasible by September 2026, PJM should identify the earliest date by which it can have all the relevant parallel pieces in place. Finally, while outside of PJM's control, it will be important for all market participants to understand the cost allocation implications of the RBP mechanism prior to the procurement itself.
1. New Jersey Division of Rate Counsel	no suggestions
1. Emerald AI	Targeting September 2026 is appropriate given the urgency. However, to meet this timeline, PJM must provide immediate clarity on the "Connect and Manage" framework and how loads can qualify for accelerated energization based on their operational flexibility.
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	September is a reasonable time. The PJM tariff states the auction should be held 4 months following the BRA. If the 2028/29 BRA is held in June 2026, September would align with the 4 full months allowed in the tariff.
1. Illinois Citizens Utility Board	The Backstop Procurement should happen as soon as possible so it can start interacting with upcoming BRAs. Since it is unrealistic to have this designed and implemented before the June BRA parameters, at the latest it should be ready prior to the December BRA.
1. Zenobe Americas	No further comments

1. Natural Resources Defense Council	That's going to be tough. The only supply for a September 2026 auction would be those who are currently holding a GIA but not in service. Which is a pretty big pool, so maybe it's worth it. We suggest synching the backstop auctions with the Final Agreement phase of each queue cycle, so perhaps December 2026 is better?

Question 12	
Company Name	**Are there other considerations to the timing of the backstop? Please explain.**
1. MAREC Action	To maintain the integrity of the RPM, the RBP capacity and equivalent load should be removed from future BRA auctions for the duration of the RBP contract. PJM is very behind on transmission planning and construction for new generation and new load. This is already an impediment to the existing resources in the queue and those with GIAs. For this reason, PJM and its members should continue to look for ways to expedite the construction of network upgrades and proactively build transmission headroom.
1. Convergent Energy and Power LP	N/A
1. American Clean Power Association	No.
1. New Jersey Board of Public Utilities' Staff	N/A
1. Pennsylvania Office of Consumer Advocate	The RBPM for a given Delivery Year should occur with results announced prior to the BRA for that same Delivery Year.
1. Blue Ridge Power Agency, Inc.	N/A
1. Delaware Division of the Public Advocate	No comment at this time.
1. Calibrant Energy	Stakeholders must understand their options before a reliability backstop auction is run. Consistent with our responses to other questions in this survey, this discussion must be coordinated with other interrelated issues, such as connect and manage and existing DR programs (like PRD). If not closely coordinated, participants will need to make a decision without all required information, which will result in inefficient results.
1. NRG Business Marketing LLC 2. Midwest Generation, LLC 3. Helix Ironwood, LLC 4. Enerwise Global Technologies, LLC 5. NRG Curtailment Solutions, Inc. 6.Reliant Energy Northeast LLC	-Consider the implications on any observed shortfall for a late-2026 procurement relative to the impacts of a January 2027 load forecast update. If the 2027 load forecast anticipates smaller shortfalls in the near-term (i.e., 28/29, 29/30), over-procurement becomes a significant risk to the marketplace. oThese concerns can be ameliorated if large load additions are direct participants in the procurement activity.
1. Old Dominion Electric Cooperative 2. TEC Energy Inc.	Not sure
1. Buckeye Power, Inc.	n/a

1. Dominion Energy Generation Marketing, Inc. 2. Dominion Energy South Carolina, Inc. 3. Eastern Shore Solar LLC 4. Greensville County Solar Project, LLC 5. Hardin Solar Energy LLC 6. Southampton Solar LLC 7. Summit Farms Solar, LLC 8. TWE Myrtle Solar Project, LLC 9. Virginia Electric & Power Company 10. Virginia Solar 2017 Projects LLC 11. Wilkinson Solar LLC	The RBP and execution of contracts must be completed prior to the 3rd Incremental Auction of the 2027/28 Delivery Year.
1. Advanced Energy United, Inc.	no answer
1. New Jersey Division of Rate Counsel	no suggestions
1. Emerald AI	-
1. Hydrostor	N/A
1. Invenergy Energy Management LLC	NA
1. Illinois Citizens Utility Board	-
1. Zenobe Americas	No further comments
1. Natural Resources Defense Council	We suggest holding a backstop auction during the final agreement phase of each queue cycle to inform the developer's decision to enter into a GIA or not.