

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

RWE Clean Energy, LLC,)
Complainant,)
)
v.) Docket No. EL26-7-000
)
PJM Interconnection, L.L.C.,)
Respondent.)

**ANSWER OF PJM INTERCONNECTION, L.L.C.
TO MOTION FOR EXPEDITED ACTION**

Pursuant to Rule 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”),¹ PJM Interconnection, L.L.C. (“PJM”) hereby answers RWE Clean Energy, LLC’s Motion for Expedited Action filed in the captioned docket on January 21, 2026.²

PJM again asks the Commission to summarily reject the complaint filed by RWE Clean Energy, LLC (“RWE”) in the captioned docket on October 27, 2025,³ for the reasons specified in PJM’s November 17, 2025 answer⁴ to the Complaint, and further detailed in

¹ 18 C.F.R. § 385.213.

² *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, RWE Clean Energy, LLC’s Motion for Expedited Action, Docket No. EL26-7-000 (Jan. 21, 2026) (“RWE Motion”). Capitalized terms not defined herein have the meaning set forth in the PJM Open Access Transmission Tariff (“Tariff”).

³ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, Complaint Requesting Shortened Comment Period and Fast Track Processing of RWE Clean Energy, LLC, Docket No. EL26-7-000 (Oct. 27, 2025) (“Complaint”).

⁴ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-7-000 (Nov. 17, 2025) (“Answer to Complaint”). PJM submitted an errata notice correcting a formatting error on November 18, 2025. *PJM Interconnection, L.L.C.*, Errata Filing in RWE Clean Energy, LLC v. PJM Interconnection, L.L.C., Docket No. EL26-7-000 (Nov. 18, 2025).

PJM’s December 9, 2025 response⁵ to RWE’s Motion for Leave to Answer and Answer submitted in the captioned docket on December 2, 2025.⁶ The RWE Motion provides no additional support for RWE’s request for reinsertion of its Maryland Blue Crab Solar & Storage, LLC project (“Project”) into Transition Cycle No. 1 (“TC1”) of PJM’s interconnection process. Rather, RWE simply repeats its prior inaccurate claims as to PJM’s actions with respect to the Project and the lack of harm to other projects if the Project were reinstated as RWE requests.⁷ PJM already has explained that the Complaint fails to satisfy RWE’s burden of proof under section 206 of the Federal Power Act and that RWE’s requested relief is contrary to PJM’s Commission-approved Open Access Transmission Tariff (“Tariff”); therefore, the Commission should reject the Complaint.

PJM also wishes to provide the Commission important context concerning RWE’s request for reinstatement and its claim that it would not harm other projects in the interconnection process and ensure a complete and accurate record in this proceeding, by updating the Commission on the current statuses of TC1 and Transition Cycle No. 2 (“TC2”). In the time since October 21, 2025, when RWE voluntarily withdrew the Project from the interconnection process, TC1 has continued to progress:

⁵ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of PJM Interconnection, L.L.C., Docket No. EL26-7-000 (Dec. 9, 2025) (“Answer to Answer”).

⁶ *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, RWE Clean Energy LLC’s Motion for Leave to Answer and Answer, Docket No. EL26-7-000 (Dec. 2, 2025) (“RWE Answer”).

⁷ RWE Motion at 1-2.

- The retooled studies PJM performed after the close of Decision Point III⁸ of TC1 resulted in an update to the Network Upgrades and cost allocations for such upgrades among the cohort of projects remaining in TC1 after Decision Point III.
- Those updated Network Upgrades and associated cost allocations provided the basis for the updated and final versions of the TC1 Service Agreements that PJM tendered for execution on December 17, 2025, as well as the adjustments to the Security amounts that TC1 Project Developers were required to post before executing.
- In accordance with the Tariff, Project Developers had until January 9, 2026, to sign their TC1 Service Agreements and Transmission Owners had until February 2, 2026, to do so.
- As of the date of this pleading, all of the TC1 Project Developers that elected to proceed have met the Tariff requirements to either execute the provided Service Agreements, request dispute resolution, or request that PJM file their Service Agreements unexecuted with FERC. Approximately 70% of the TC1 Service Agreements PJM issued have been either partially or fully executed; some TC1 Service Agreements already have been filed with the Commission⁹ or are conforming and will be reported in PJM's Electric Quarterly Reports.

⁸ See *Transition Cycle 1, PJM Interconnection, L.L.C.* (Dec. 8, 2025), https://www.pjm.com/pjmfiles/pub/planning/project-queues/Cluster-Reports/TC1/TC1_FINAL_Executive_Summary.htm (TC1, Phase III retool study report).

⁹ *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreements: Service Agreement No. 7800; Project Identifier No. AF1-123, Service Agreement No. 7801; Project Identifier No. AF1-124, and Service Agreement No. 7802; Project Identifier No. AF1-125; and Notice of Cancellation of Service Agreement Nos. 5885 and 6969, Docket No. ER26-1009-000 (Jan. 12, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7796; Project Identifier No. AF2-

At this advanced stage of TC1, requiring the reinsertion of the Project would negatively affect the TC1 cohort of Project Developers that exercised their options under the Tariff, based on the terms and conditions of the Service Agreements PJM tendered to them for execution. Those Service Agreements reflect the results of the post-Decision Point III retool studies, which do not include the Project. The Service Agreements the Project Developers and Transmission Owners already have signed, some of which may already have been filed or reported, may have to be reopened and changed to reflect the reinsertion of the Project and any changes in Network Upgrade cost allocations resulting from that reinsertion.

Further, reinstating the Project to TC1 at this late stage would jeopardize PJM's ability to timely conclude TC1. That delay would, in turn, jeopardize PJM's ability to continue processing TC2 projects, which presently are in Phase II of the Cycle process. The Tariff provides that PJM cannot commence Phase III of TC2 until TC1 has been finished.¹⁰

042, Docket No. ER26-1079-000 (Jan. 20, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7798; Project Identifier No. AF2-120/AG1-536; and Notice of Cancellation of Service Agreement Nos. 6897 and 6898, Docket No. ER26-1080-000 (Jan. 20, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7799; Project Identifier No. AF1-128; and Notice of Cancellation of Service Agreement Nos. 6993 and 6994, Docket No. ER26-1082-000 (Jan. 20, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7806; Project Identifier No. AF2-222; and Notice of Cancellation of Service Agreement Nos. 6950 and 6951, Docket No. ER26-1094-000 (Jan. 21, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7804 and Notice of Cancellation of Service Agreement Nos. 6979 and 6984; Project Identifier No. AG1-153, Docket No. ER26-1098-000 (Jan. 22, 2026); *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7805; Project Identifier No. AG1-135; and Notice of Cancellation of Service Agreement Nos. 6919 and 6920, Docket No. ER26-1096-000 (Jan. 22, 2026).

¹⁰ Phase III of TC2 is to commence on July 2, 2026. See Colleen Lauver, *Cycle Schedule Update*, PJM Interconnection, L.L.C., 3 (Jan. 26, 2026), <https://www.pjm.com/-/media/DotCom/committees-groups/subcommittees/ips/2026/20260126/20260126-item-03---cycle-schedule-update.pdf> (Interconnection Cycle Study Timeline).

In addition to the negative impacts on PJM’s interconnection process and projects in TC1 and TC2 that would be caused if the Commission were to grant RWE’s request for preferential treatment of its Project, it is not clear from a practical perspective how PJM could “provide RWE with a definitive agreement”¹¹ for the Project, as RWE contends it can. At Decision Point III, before RWE withdrew the Project, the Project required both a Generation Interconnection Agreement (“GIA”) with Delmarva Power & Light Company (“DPL”) and a separate Construction Service Agreement (“CSA”) due to its impact on the neighboring PECO Energy Company (“PECO”) system. Completing these agreements would require two different PJM Transmission Owners, DPL and PECO, neither of which are parties to this proceeding, to complete the required studies. This would not only contribute to delays in TC1 and TC2, but also divert resources from the Transmission Owners’ work on TC2 projects. Finally, the actual terms and conditions of the GIA and CSA, each of which is a three-party agreement, are subject to negotiation and require the input of DPL and PECO. Thus, RWE’s assertion that PJM can simply provide a definitive agreement is misinformed.

¹¹ RWE Motion at 2.

For the reasons set forth in this pleading, in the Answer to Complaint, and in the Answer to Answer, the Commission should summarily reject the Complaint.

Respectfully submitted,

Craig Glazer
Vice President–Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W., Suite 600
Washington, DC 20005-3898
(202) 423-4743
craig.glazer@pjm.com

/s/ Wendy B. Warren
Wendy B. Warren
Alyssa Umberger
Wright & Talisman, P.C.
1200 G Street, N.W., Suite 600
Washington, DC 20005-3898
(202) 393-1200
warren@wrightlaw.com
umberger@wrightlaw.com

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

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

February 4, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have on this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C., this 4th day of February 2026.

/s/ Alyssa Umberger
Alyssa Umberger
Wright & Talisman, P.C.
1200 G Street, N.W., Suite 600
Washington, DC 20005-3898

Attorney for
PJM Interconnection, L.L.C.