

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

Gaston Green Acres Solar, LLC	)	
Bethel NC Hwy 11 Solar, LLC	)	
Complainants,	)	
	)	Docket No. EL26-39-000
v.	)	
	)	
PJM Interconnection, L.L.C.,	)	
Respondent.	)	

**MOTION FOR LEAVE TO ANSWER AND  
ANSWER OF PJM INTERCONNECTION, L.L.C.**

Pursuant to Rules 101(e), 212, and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”),<sup>1</sup> PJM Interconnection, L.L.C. (“PJM”) submits this motion for leave to answer and answer to the unsigned answer submitted by Gaston Green Acres Solar, LLC, (“Gaston”) and Bethel NC Hwy 11 Solar, LLC (“Bethel”) (together, “Complainants”) in the above-captioned proceeding on February 12, 2026.<sup>2</sup> In their February 12 Answer, Complainants still do not meet their burden under section 206 of the Federal Power Act (“FPA”), 16 U.S.C. § 824e. The February 12 Answer also contains inaccurate statements. PJM urges the Commission to reject Complainants’ February 12 Answer and deny the Complaint.<sup>3</sup>

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<sup>1</sup> 18 C.F.R. §§ 385.101(e), 385.212, 385.213.

<sup>2</sup> *Gaston Green Acres Solar, LLC, et. al, v. PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of Gaston Green Acres Solar, LLC, Docket No. EL26-39-000 (Feb. 12, 2026) (“February 12 Answer”). Given the February 12 Answer is unsigned, the Commission should reject it as lacking the electronic signature required by Commission rules. Without the signature, it is unclear who signed the February 12 Answer for purposes of compliance with 18 C.F.R. § 385.2005(c).

<sup>3</sup> *Gaston Green Acres Solar, LLC, et. al, v. PJM Interconnection, L.L.C.*, Complaint of Gaston Green Acres Solar, LLC and Bethel NC Hwy 11 Solar, LLC Against PJM Interconnection, L.L.C., Request for Shortened Comment Period and Fast Track Processing and Request for Alternative Relief, Docket No. EL26-39-000 (Jan. 8, 2026) (“Complaint”).

## I. MOTION FOR LEAVE TO ANSWER

The Commission's Rules of Practice and Procedure generally do not permit answers to answers, but this prohibition can be waived for good cause.<sup>4</sup> The Commission has done so in circumstances where the answer would ensure a more complete record,<sup>5</sup> "lead[ ] to a better understanding of the issues in the proceeding,"<sup>6</sup> or assist the Commission in its decision-making process.<sup>7</sup>

Good cause exists to grant this motion for leave to answer. The Complainants again seek retroactive relief that violates the filed rate doctrine and have not met their FPA section 206 burden of proof to demonstrate that PJM's Open Access Transmission Tariff ("Tariff")<sup>8</sup> is unjust and unreasonable. This answer will assist the Commission in its decision-making process because it clarifies the issues raised in the Complaint and Complainants' February 12 Answer.<sup>9</sup> PJM therefore respectfully requests that the Commission grant this motion for leave to answer.

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<sup>4</sup> See 18 C.F.R. §§ 385.101(e), 385.213(a)(2).

<sup>5</sup> See, e.g., *High Island Offshore Sys., L.L.C.*, 113 FERC ¶ 61,202, at P 8 (2005).

<sup>6</sup> See, e.g., *CenterPoint Energy–Miss. River Transmission, LLC*, 141 FERC ¶ 61,080, at P 4 (2012) (footnote omitted); *TransColorado Gas Transmission Co.*, 111 FERC ¶ 61,208, at P 4, *reh'g denied*, 112 FERC ¶ 61,135 (2005).

<sup>7</sup> See, e.g., *Hudson River-Black River Regulating Dist.*, 183 FERC ¶ 61,187, at P 9 n.21, *order on reh'g*, 185 FERC ¶ 61,034 (2023); *E. Shore Nat. Gas Co.*, 181 FERC ¶ 61,233, at P 9 n.17 (2022); *Tri-State Generation and Transmission Ass'n, Inc.*, 179 FERC ¶ 61,118, at P 34, *order addressing arguments raised on reh'g*, 181 FERC ¶ 61,037 (2022); *S. Cal. Edison Co., et al.*, 141 FERC ¶ 61,100, at P 5 (2012).

<sup>8</sup> Capitalized terms not otherwise defined herein have the meaning given to them in the Tariff.

<sup>9</sup> See e.g., *LS Power Development, LLC v. PJM Interconnection, L.L.C.*, 192 FERC ¶ 61,149, at P 75 (2025) (accepting answers for providing information that assist the Commission's decision-making process); *Savion, LLC v. PJM Interconnection, L.L.C.*, 192 FERC ¶ 61,126, at P 39 (2025) (same); *Honeysuckle Solar, LLC v. PJM Interconnection, L.L.C.*, 191 FERC ¶ 61,085, at P 64 (2025) (same).

## II. ANSWER

### A. *Complainants' Allegations that PJM's Tariff Is Unjust and Unreasonable Remain Unsubstantiated*

The February 12 Answer argues at length that PJM's response to the Complaint does not address Complainants' central issue and is alarmist, repetitive, and misleading.<sup>10</sup> Such arguments do not substantiate the Complaint's underlying claims. PJM understands the focus for Complainants is the increase in costs from re-study at the final stage,<sup>11</sup> which the PJM Answer addressed,<sup>12</sup> but study cost increases alone, even significant ones, do not demonstrate that PJM's Tariff is unjust and unreasonable.

Rather than "fearmongering" as Complainants assert,<sup>13</sup> PJM's response provides realistic forecasting (consistent with the Commission's statements in Order Nos. 2023 and 2023-A)<sup>14</sup> of how other parties could use the Complaint's requested undermining of PJM's just and reasonable Tariff provisions to skirt responsibilities.<sup>15</sup> Complainants frame PJM's response as "unfounded alarmism,"<sup>16</sup> but PJM's response actually reflects the seriousness with which PJM takes the allegations. Granting such a complaint would set a troubling precedent that would suggest parties can unilaterally rescind their voluntarily agreed to contractual and Tariff-based commitments and thereby invite a wave of challenges to late-

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<sup>10</sup> February 12 Answer at 3-4, 7-8.

<sup>11</sup> February 12 Answer at 3.

<sup>12</sup> *Gaston Green Acres Solar, LLC, et. al, v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-39-000, at 2-3, 18-21 ("PJM Answer").

<sup>13</sup> February 12 Answer at 4.

<sup>14</sup> *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 184 FERC ¶ 61,054 ("Order No. 2023"), *limited order on reh'g*, 185 FERC ¶ 61,063 (2023), *order on reh'g & clarification*, Order No. 2023-A, 186 FERC ¶ 61,199 ("Order No. 2023-A"), *errata notice*, 188 FERC ¶ 61,134 (2024), *appeals pending sub nom.* Petition for Review, *Advanced Energy United v. FERC*, Nos. 23-1282, et al. (D.C. Cir. Oct. 6, 2023).

<sup>15</sup> PJM Answer at 13-14, 16.

<sup>16</sup> February 12 Answer at 7.

stage study costs, undermine regulatory finality, and subvert the general integrity of the interconnection cluster-study process.<sup>17</sup> Moreover, the Commission reviewed and accepted the interconnection procedures of PJM’s Tariff, including the financial commitments of Project Developers, as just and reasonable multiple times.<sup>18</sup> Complainants claim that PJM sought “administrative convenience [to] quickly finish[ ] the Cycle,”<sup>19</sup> but PJM simply followed its Tariff-based procedures and held Complainants to the same Tariff rules as it holds all other similarly situated Project Developers, as the PJM Answer highlights.<sup>20</sup> To do otherwise would be unfair and unduly discriminatory.<sup>21</sup>

In addition, the Tariff does not “force” projects to withdraw when costs increase significantly, contrary to Complainants’ claims.<sup>22</sup> Instead, Project Developers may choose to withdraw, as Complainants did, as part of their business decisions. As the Tariff does

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<sup>17</sup> PJM Answer at 16 & n.49 (citing to Order No. 2023 at PP 49 (“Late-stage withdrawals present a significant problem, as they can trigger restudies for other interconnection customers that can result in significant increases to the interconnection costs attributed to those customers and the timeline for completion of interconnection studies, which can result in further late-stage withdrawals, thus exacerbating the interconnection queue backlogs and delays.”), 691 (“[T]he commercial readiness deposits we require will . . . reduce the submission of speculative, commercially non-viable interconnection requests into interconnection queues [ ] because the interconnection customer’s total commercial readiness deposit held by the transmission provider increases as the interconnection process proceeds . . . encourag[ing] interconnection customers not ready to proceed through the interconnection process--or whose projects become commercially non-viable during the interconnection process--to withdraw earlier in the process, thereby lessening the incidence of late-stage withdrawals that result in delays and restudies.” (footnote omitted)), 799 (“We believe that using withdrawal penalty funds to reduce network upgrade cost shifts caused by withdrawals will reduce the risk that the shifted costs are so large as to cause cascading withdrawals, thus ensuring that interconnection customers are able to interconnect in a reliable, efficient, transparent, and timely manner.”); Order No. 2023-A at P 230 (finding that continuing to retain the penalty withdrawal mechanism “will decrease the risk that very large cost shifts due to withdrawals result in cascading withdrawals, which in turn create substantial uncertainty, cost, and inefficiency for the interconnection study process” (footnote omitted))), 17.

<sup>18</sup> PJM Answer at 15 & nn.45 (citing to *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162 (2022), *order on reh’g*, 184 FERC ¶ 61,006 (2023)), 46 (citing to *PJM Interconnection*, 192 FERC ¶ 61,077, at P 191 (accepting PJM’s withdrawal penalty structure as just and reasonable, not unduly discriminatory, or preferential and accomplishing the purposes of Order Nos. 2023 and 2023-A)).

<sup>19</sup> February 12 Answer at 8.

<sup>20</sup> PJM Answer at 23-25.

<sup>21</sup> PJM Answer at 23-25.

<sup>22</sup> February 12 Answer at 8.

not “force” such a decision, Complainants’ primary allegation is that their cost allocation increased significantly and unexpectedly. As noted, unexpected cost increases do not demonstrate an unjust and unreasonable Tariff, nor do they warrant changing a filed rate.

***B. Contrary to Complainants’ Response, the Refund Requested Would Violate the Filed Rate Doctrine***

The February 12 Answer argues that the relief Complainants request is “purely prospective” and, therefore, does not violate the filed rate doctrine.<sup>23</sup> This is incorrect. The Complaint explicitly requests as part of its primary relief that the Commission “order PJM refund Gaston and Bethel’s Readiness Deposits.”<sup>24</sup> The request for *refunded deposits*, well beyond any Tariff-based prospective opportunity to withdraw without forfeiture of deposits, would violate the filed rate doctrine and the rule against retroactive ratemaking.<sup>25</sup>

With the possibility of further retool studies after the Final Agreement Negotiation Stage, Complainants argue that the opportunity for prospective relief is still available to them.<sup>26</sup> However, the Tariff-based timeline, as implemented by PJM, sets the final

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<sup>23</sup> February 12 Answer at 5.

<sup>24</sup> Complaint at 14.

<sup>25</sup> PJM Answer at 25-26 (“Given that the Gaston Project and the Bethel Uprate were well beyond any opportunity for exemption from withdrawal penalties[,] . . . Complainants’ requested relief of refunded deposits would violate the filed rate doctrine and rule against retroactive ratemaking.”). Refunding Complainants’ Readiness Deposits also would harm other parties. The Final System Impact Study (Retool 1) reports for the projects, issued concurrently with their Generation Interconnection Agreements (“GIAs”), identified Bethel’s uprate to Pitt Solar, LLC’s project (Project Identifier AF2-080) and Gaston’s project (Project Identifier AG1-106) as contributing to five and four system reinforcement Network Upgrades, respectively, that are shared with other projects—other projects that will be negatively impacted by their withdrawals. See *AF2-080 Final System Impact Study (Retool 1) Report*, at System Reinforcement section, PJM Interconnection, L.L.C., (Dec. 8, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF2-080/AF2-080\\_imp\\_FINAL.htm#system-reinforcements](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF2-080/AF2-080_imp_FINAL.htm#system-reinforcements); *AG1-106 Final System Impact Study*, at System Reinforcement section, PJM Interconnection, L.L.C., (Dec. 8, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-106/AG1-106\\_imp\\_FINAL.htm#system-reinforcements](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-106/AG1-106_imp_FINAL.htm#system-reinforcements). The more than \$14 million in cumulative at-risk Readiness Deposits the Complainants forfeited upon withdrawal will serve to cover some of the costs of these Network Upgrades, mitigating some of the negative impact of Complainants’ withdrawal, though these other projects will still be greatly affected.

<sup>26</sup> February 12 Answer at 6.

opportunity to withdraw without forfeiture of deposits as 30 days after the close of the Phase II study, i.e., *January 21, 2025*.<sup>27</sup> Complainants' request for the Commission to require PJM to add new Tariff provisions now for penalty-free off-ramps (i.e., withdrawal without forfeiture of deposits) undercuts their argument that their deposit refunds would be prospective.<sup>28</sup> *Even if* their proposed language was implemented in the Tariff *today*, it still would be too late for Complainants to receive refunds, as they withdrew when they did not execute their GIA by January 9, 2026. Because they have already withdrawn from Transition Cycle #1, any prospective Tariff language would not apply to them.

Complainants cite to two proceedings in which the “Commission has granted [regional transmission organizations (“RTOs”)] tariff waivers to permit resettlements to implement the filed rate on multiple occasions.”<sup>29</sup> Both proceedings cited dealt with miscalculations or software errors. Complainants claim no such error here. Further, in these examples, the Commission permitted resettlements to implement the filed rate. For example, in *NYISO*, the Commission explicitly states: “[R]ates are not being changed retroactively, nor is [the RTO] *making refunds*. To the contrary, [the RTO] is attempting to ensure that final bills, as far as possible, conform to its filed rate schedules.”<sup>30</sup> Here, Complainants are unhappy with the filed rate, i.e., PJM’s Tariff, and propose to change it, so recalculating the allocated costs per PJM’s Tariff would not address their concerns.

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<sup>27</sup> PJM Answer at 26.

<sup>28</sup> February 12 Answer at 5-6.

<sup>29</sup> February 12 Answer at 6 (citing *Cal. Indep. Sys. Operator Corp.*, 147 FERC ¶ 61,111 (2014)); *N.Y. Indep. Sys. Operator, Inc.*, 115 FERC ¶ 61,026 (2006) (“*NYISO*”).

<sup>30</sup> *NYISO* at P 45 (emphasis added).

**C. *Complainants Mischaracterize PJM’s Response to Their Alternative Relief, Do Not Address Key Details that Undermine Their Alternative Relief, and Do Not Connect the Alternative Relief to the Complaint’s Principal Allegations***

In defense of its “alternative relief” (i.e., an additional, separate Generation Interconnection Agreement (“GIA”) for the Bethel Uprate (Project Identifier AF2-080)),<sup>31</sup> Complainants continue to inaccurately represent PJM’s Cycle interconnection process. In their February 12 Answer, Complainants argue there are no Tariff provisions prohibiting two GIAs for projects at the same Point of Interconnection (“POI”) and attempt to counter PJM’s point that it generally does not provide multiple GIAs to projects behind a single POI.<sup>32</sup> However, Complainants still do not acknowledge that they themselves requested PJM treat the Bethel Uprate as an uprate to the Pitt Solar Project (Project Identifier AC1-189) from its beginning,<sup>33</sup> and a representation PJM relied on as a basis for its studies.<sup>34</sup> This omitted fact undermines Complainants’ demand for a separate GIA, particularly because uprates do not qualify for separate GIAs.<sup>35</sup>

Complainants also argue that because the term “uprate” is not a defined term, the Bethel Uprate is not an uprate.<sup>36</sup> While the Tariff does not explicitly define the term

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<sup>31</sup> As in the PJM Answer, PJM here refers to Bethel’s requested uprate assigned Project Identifier AF2-080 as “Bethel Uprate” and Pitt Solar, LLC’s project assigned Project Identifier AC1-189 as “Pitt Solar Project.”

<sup>32</sup> February 12 Answer at 8-9.

<sup>33</sup> PJM Answer at 27-28; *see also AF2-080 Phase I Study*, PJM Interconnection, L.L.C., General section (May 16, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE\\_1/AF2-080/AF2-080\\_imp\\_PHASE\\_1.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_1/AF2-080/AF2-080_imp_PHASE_1.htm) (“The developer has proposed an uprate to a planned/existing Solar facility . . . . This project is an increase to the developer’s AC1-189 project(s), which will share the same Point of Interconnection. The AF2-080 project is a 70.0 [megawatts (“MW”)] uprate (48.5 MW Capacity uprate) to the previous project(s).”); *Generation Interconnection Feasibility Study Report for Queue Project AF2-080*, PJM Interconnection, L.L.C., 5 (July 2020), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/feas\\_docs/af2080\\_fea.pdf](https://www.pjm.com/pjmfiles/pub/planning/project-queues/feas_docs/af2080_fea.pdf) (“The Interconnection Customer (IC) has proposed an uprate to a planned/existing Solar generating facility located . . .”).

<sup>34</sup> PJM Answer at 9-11.

<sup>35</sup> PJM Answer at 3, 27-28.

<sup>36</sup> February 12 Answer at 9.

“uprate,” the concept exists in and is supported by the Tariff. For example, the definition for Generation Interconnection Request is “a request by a Generation Project Developer pursuant to Tariff, Part VII, Subpart C, section 306, to interconnect a generating unit with the Transmission System *or to increase the capacity of a generating unit* interconnected with the Transmission System in the PJM Region.”<sup>37</sup> PJM has used the term “uprate” to capture the concept of an increase to capacity of an existing generating unit. Simply because a concept is not a defined term does not mean Complainants may disavow knowledge of the concept. Sophisticated Project Developers understand such industry-wide terms and their use, which can affect how such a facility is treated during the study process.

Finally, the February 12 Answer continues to defend the Complaint’s request for the “alternative relief” without any explanation for its connection to the Complaint’s principal allegation or, in Complainants’ words, the “crucial factor,”<sup>38</sup> that the cost increase imposed on Complainants following the late-stage restudy renders PJM’s Tariff unjust and unreasonable. How adding a second GIA for the Bethel Uprate, i.e., Complainants’ “alternative relief,” relates to this principal allegation remains entirely unclear. If the Commission found the Complaint met its burden under FPA section 206, which it does not, the “alternative relief” is in no way a “replacement rate” for such a finding. The FPA requires a “replacement rate” to remedy the unjust and unreasonable finding.<sup>39</sup> Providing a second GIA to Complainants’ Bethel Uprate is not a remedy for late-stage cost increases

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<sup>37</sup> Tariff, Part VII, Subpart A, section 300 Definitions G (emphasis added).

<sup>38</sup> February 12 Answer at 3.

<sup>39</sup> See *FirstEnergy Serv. Co. v. FERC*, 758 F.3d 346, 353 (D.C. Cir. 2014) (stating that, under FPA section 206, “[i]t is the Commission’s job--not the petitioner’s--to find a just and reasonable rate.” (internal quotations and citation omitted)).

that sophisticated Project Developers knowingly commit to. Without such a connection to the primary allegation, the Commission should reject the “alternative relief” as beyond the scope of this proceeding.

### III. CONCLUSION

For the reasons set forth in this answer, the Commission should reject Complainants’ February 12 Answer and deny the Complaint.

Respectfully submitted,

/s/ Wendy B. Warren

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February 27, 2026

**CERTIFICATE OF SERVICE**

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

Dated at Washington, D.C., this 27th day of February 2026.

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