

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

**Murphy Solar, LLC  
Bells Solar, LLC**

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**Docket No. ER26-1020-000**

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

PJM Interconnection, L.L.C. (“PJM”) respectfully submits this Motion for Leave to Answer and Answer<sup>1</sup> in response to the answer filed by SunEnergy1, LLC (“SunEnergy1”) and SE1 Devco, LLC (“SE1 Devco,” and with SunEnergy1, the “SE1 Parties”) on behalf of their affiliates Murphy Solar, LLC (“Murphy”) and Bells Solar, LLC (“Bells”) in this docket.<sup>2</sup> As demonstrated herein, SE1 Parties once again fail to demonstrate that their Waiver Request<sup>3</sup> satisfies the Commission’s standards for waiver and continue to mischaracterize the relevance of the facts and circumstances in this proceeding to the Commission’s waiver analysis. Granting the Waiver Request would disrupt PJM’s administration of its interconnection process and cause harm to other Project

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<sup>1</sup> PJM submits this Answer pursuant to Rules 212 and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”). 18 C.F.R. §§ 385.212, 385.213.

<sup>2</sup> *Murphy Solar, LLC*, Motion for Leave to Answer and Answer of Murphy Solar, LLC and Bells Solar, LLC, Docket No. ER26-1020-000 (Feb. 17, 2026) (“SE1 Parties’ Answer”). Given the SE1 Parties’ Answer is unsigned, the Commission should reject it as lacking the electronic signature required by Commission rules. 18 C.F.R. § 385.2005(c). Without signature, it is unclear who signed the SE1 Parties’ Answer for purposes of compliance with this rule. *Id.*

<sup>3</sup> *Murphy Solar, LLC*, Request for Limited and Prospective Tariff Waiver of Murphy Solar, LLC and Bells Solar, LLC, Docket No. ER26-1020-000 (Jan. 9, 2026) (“Waiver Request”).

Developers<sup>4</sup> in Transition Cycle No. 1 (“TC1”). The Commission therefore should deny the Waiver Request.

## **I. MOTION FOR LEAVE TO ANSWER**

While Rule 213 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.213, does not generally provide for answers to answers, such pleadings have been permitted where, as here, the information provided in an answer will facilitate the Commission’s decisional process, clarify the record, or aid in the explication of issues.<sup>5</sup>

Accordingly, PJM seeks leave to respond to SE1 Parties’ Answer in order to assist the Commission in its decision-making and clarify the issues under consideration in this proceeding. This Answer will provide the Commission with additional information that will aid its evaluation of this proceeding. Therefore, PJM respectfully requests that the Commission accept this Answer.

## **II. ANSWER**

### **A. The Waiver Request is Not Limited in Scope, Despite SE1 Parties’ Misrepresentations of PJM’s Statements in Another Proceeding.**

As PJM demonstrated in its Protest,<sup>6</sup> the Waiver Request is not limited in scope. If the basis for SE1 Parties’ Waiver Request is the change in government actions regarding tax credits, granting waiver in this case could permit any other developer to also seek waiver on the same basis because this circumstance is not unique to SE1 Parties. This

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<sup>4</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the PJM Open Access Transmission Tariff (“Tariff”).

<sup>5</sup> See, e.g., *DW-Lew Jones LLC*, 193 FERC ¶ 61,174, at P 32 (2025) (accepting PJM’s answer to an answer because it provided information that assisted the Commission in its decision-making process); *PJM Interconnection, L.L.C.*, 193 FERC ¶ 61,192, at P 28 (2025) (accepting PJM’s answer to protests because it provided information that assisted the Commission in its decision-making process); *PJM Interconnection, L.L.C.*, 176 FERC ¶ 61,163, at P 2 (2021) (accepting PJM’s answer to protests because it provided information that assisted the Commission in its decision-making process).

<sup>6</sup> *Murphy Solar, LLC*, Protest of PJM Interconnection L.L.C., Docket No. ER26-1020-000 (Jan. 30, 2026) (“Protest”).

would undermine the entire premise of PJM's collection of Readiness Deposits and collapse its "first ready, first served" construct for processing interconnection queues.<sup>7</sup>

In response to this argument, SE1 Parties state the following:

The SE1 Parties cannot speculate on the individual circumstances of other Project Developers, although PJM in another recent filing argued that the impacts of the cited legislation and executive actions on queued projects were limited and that "PJM has experienced no mass exodus of projects from its interconnection process and the Cycles remain robust." If these assertions are true, as PJM claims, this directly undermines and contradicts PJM's argument that providing relief to the SE1 Parties, under the specific circumstances alleged in the Waiver Request, would unleash a torrent of waiver requests.<sup>8</sup>

SE1 Parties quote a statement from PJM in a separate proceeding in an attempt to undermine PJM's limited-in-scope argument in this proceeding. In so doing, SE1 Parties mischaracterize PJM's statements and argue against themselves. It is true that projects in PJM's interconnection process have not exited the process en masse. However, it is also true that granting waiver here could lead to other developers seeking similar waivers. The fact that this has not yet happened is because, among other potential reasons, the Commission has not yet acted in this proceeding and other developers know that the Commission would not grant waiver in these circumstances because, consistent with established Commission precedent, financial loss does not constitute a concrete problem.<sup>9</sup> However, if the Commission were to grant the Waiver Request here, there could indeed be

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<sup>7</sup> Protest at 4-5.

<sup>8</sup> SE1 Parties' Answer at 3 (quoting *Gaston Green Acres Solar, et al. v. PJM Interconnection, L.L.C.*, Answer of PJM Interconnection, L.L.C., Docket No. EL26-39-000, at 22 (Jan. 28, 2026)).

<sup>9</sup> See, e.g., *Edwards Calverton Battery Storage, LLC*, 186 FERC ¶ 61,090, at P 19 (2024) ("Edwards Calverton has not supported its general assertion that rendering the deposit non-refundable will put the Project in jeopardy." (footnote omitted)); *1000 Mile Solar, LLC*, 181 FERC ¶ 61,108, at P 22 (2022) (denying waiver on the basis that waiver applicant did not demonstrate that its potential to lose its posted financial security payment was a concrete problem); *Invenergy Wind Dev. LLC*, 177 FERC ¶ 61,131, at P 31 (2021) (same), *order on reh'g*, 178 FERC ¶ 61,169 (2022).

“a torrent of waiver requests” as SE1 Parties state as developers then seek to take advantage of the same opportunity.

In addition, as discussed in PJM’s Protest, granting this waiver would not be limited in scope (and would harm third parties) because if the Readiness Deposits are returned, other developers would be forced to pick up Murphy and Bells’ entire share of cost responsibility for Network Upgrades that the withdrawal of Murphy and Bells will leave underfunded.<sup>10</sup> The protection against underfunding that forfeited Readiness Deposits were intended to provide would be removed. Following the most recent retool (Retool 1), which did not include the Murphy and Bells projects due to their withdrawal, **twenty upgrades** to which the Murphy and Bells projects contributed still remain and must be funded. As PJM previously explained, if this waiver is granted, the Project Developers that remain in TC1 will bear both their own and Murphy and Bells’ share of the costs of these upgrades, which amounts to tens of millions of dollars shifted to remaining TC1 projects.

**B. The Waiver Request Will Not Address a Concrete Problem, and SE1 Parties’ Attempt to Distinguish *Cal. N. Floating LLC*<sup>11</sup> and Other Caselaw is Irrelevant for the Commission’s Waiver Analysis.**

As PJM demonstrated in its Protest, the Waiver Request will not address a concrete problem because the loss of financial security is not a concrete problem that warrants waiver.<sup>12</sup> The Protest discussed the Commission’s analysis in the *Cal. N. Floating* proceeding in support of this position because the overarching facts and legal analysis are substantially similar to those present here.

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<sup>10</sup> See Protest at 4-7.

<sup>11</sup> *Cal. N. Floating LLC*, 193 FERC ¶ 61,063 (2025).

<sup>12</sup> Protest at 7-8.

In SE1 Parties' Answer, SE1 Parties attempt to distinguish *Cal. N. Floating LLC* on the basis that there, California North Floating LLC ("CNF") "did not have an entitlement to the required permitting," among other things, whereas in this instant proceeding, "SE1 Parties would have been entitled to [] tax credits."<sup>13</sup> However, setting aside the fact that SE1 Parties do not clearly explain what an "entitlement" is in this case, whether a party seeking waiver has some sort of "entitlement" to something is not dispositive as to whether there is a concrete problem warranting waiver from the Commission. Indeed, in *Cal. N. Floating*, the Commission denied waiver because "[s]pecifically, we find that North Floating has not demonstrated that the loss of its \$402,500 deposit, pursuant to the Tariff, is a concrete problem that warrants waiver of the Tariff."<sup>14</sup> Whether or not CNF was "entitled" to permitting is irrelevant to the Commission's analysis there, and it is also irrelevant here. Further, there is nothing either in the Tariff or the *pro forma* generator interconnection procedures that indicates that a developer would be "entitled" to any sort of benefit.

Importantly, the other three cases SE1 Parties attempt to distinguish – *Edwards Calverton Battery Storage, LLC*,<sup>15</sup> *1000 Mile Solar, LLC*,<sup>16</sup> and *Invenergy Wind Dev. LLC*.<sup>17</sup> – are cited by the Commission in *Cal. N. Floating* to support its finding that financial loss is not a concrete problem warranting waiver.<sup>18</sup> This confirms that the Commission in these instances did not consider whether there was any "entitlement" to

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<sup>13</sup> SE1 Parties' Answer at 3-4.

<sup>14</sup> *Cal. N. Floating*, 193 FERC ¶ 61,063, at P 13.

<sup>15</sup> *Edwards Calverton Battery Storage*, 186 FERC ¶ 61,090, at P 19.

<sup>16</sup> *1000 Mile Solar*, 181 FERC ¶ 61,108, at P 22.

<sup>17</sup> *Invenergy Wind Dev.*, 177 FERC ¶ 61,131, at P 31.

<sup>18</sup> *See Cal. N. Floating*, 193 FERC ¶ 61,063, at P 13 n.22.

anything as SE1 Parties argue. Further, the grounds upon which SE1 Parties attempt to distinguish these three cases from the instant proceeding are irrelevant to Commission’s waiver analysis here. It comes down to whether the financial loss articulated by SE1 Parties is a concrete problem warranting waiver, and here, it is not. No reasons proffered by SE1 Parties in either their Waiver Request or in their answer justify the Commission granting waiver, as it would be inconsistent with the precedent SE1 Parties attempt to distinguish.

Finally, SE1 Parties assert that in “the similar” *Lookout Solar Park I, LLC* case, the Commission found that financial loss was a concrete problem justifying waiver “under the circumstances presented there.”<sup>19</sup> SE1 Parties are incorrect that *Lookout Solar Park I* is similar, but they are correct that the Commission found waiver to be justified *under those circumstances which are different* than those present here. Specifically, in that case, it was undisputed that Southwest Power Pool, Inc. (“SPP”) provided the developer with an incorrect financial security amount and that SPP’s communications were inconsistent and contributed to its queue position being withdrawn.<sup>20</sup> No such accusations against PJM have been made nor can be made, particularly because PJM’s actions here were entirely consistent with its Commission-approved Tariff. Therefore, *Lookout Solar Park I* is distinguishable from the case at hand.

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<sup>19</sup> SE1 Parties’ Answer at 5 (citing *Lookout Solar Park I, LLC*, 176 FERC ¶ 61,100, order on reh’g, 177 FERC ¶ 61,127 (2021)).

<sup>20</sup> *Lookout Solar Park I*, 176 FERC ¶ 61,100, at P 23.

### III. CONCLUSION

For the reasons set forth above, PJM requests that the Commission accept this answer and reject the Waiver Request to avoid the adverse effects it would have on Project Developers in TC1 and to preserve the orderly administration of PJM's interconnection queue.

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Respectfully submitted,

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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.

*/s/ Anne Marie Hirschberger* \_\_\_\_\_

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