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

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| **PJM Interconnection, L.L.C.** | **)** | **Docket Nos. ER26-1300-000** |
| | **)** | **ER26-1303-000** |
| | **)** | **(NOT CONSOLIDATED)** |

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

Pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission ("Commission") Rules of Practice and Procedure,[1] PJM Interconnection, L.L.C. ("PJM") submits this Motion for Leave to Answer and Answer in response to the March 2, 2026 protest filed by Amelia Energy Facility, LLC ("Amelia Energy")[2] in response to PJM's February 9, 2026 filing, at Amelia Energy's request, the unexecuted Amelia Energy Generation Interconnection Agreement ("GIA") and associated Network Upgrade Cost Responsibility Agreements ("NUCRAs").[3] Contrary to Amelia Energy's contentions, PJM's phased System Impact Studies were fully compliant with its Open Access

[1] 18 C.F.R. §§ 385.212, 385.213.

[2] *PJM Interconnection, L.L.C.*, Protest of Amelia Energy Facility, LLC, Docket Nos. ER26-1300-000 and ER26-1303-000 (Mar. 2, 2026) ("Amelia Energy Protest" or "Protest").

[3] *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7832; Project Identifier No. AF1-294/AF2-115/AG1-021, Docket No. ER26-1300-000 (Feb. 9, 2026) (PJM's unexecuted filing of Amelia Energy's GIA ("Amelia Energy GIA") for PJM Project Identifier No. AF1-294/AF2-115/AG1-021 ("Amelia Energy Facility"); *PJM Interconnection, L.L.C.*, Eight Original Network Upgrade Cost Responsibility Agreements; Network Upgrade No. n8492, Service Agreement No. 7827 Network Upgrade No. n8492.1, Service Agreement No. 7828 Network Upgrade No. n8492.2, Service Agreement No. 7829 Network Upgrade No. n9267, Service Agreement No. 7830 Network Upgrade No. n9259, Service Agreement No. 7831 Network Upgrade No. n9220, Service Agreement No. 7852 Network Upgrade No. n9217, Service Agreement No. 7856 Network Upgrade No. n9630, Service Agreement No. 7857, Docket No. ER26-1303-000 (Feb. 9, 2026) ("NUCRA Filing") (PJM's filing of 8 unexecuted NUCRAs related to the Amelia Energy Facility, including the 5 Network Upgrades disputed by Amelia Energy: n8492, n8492.1, n8492.2, n9259, and n9267 ("Disputed Network Upgrades" or "Disputed NUCRAs")) (collectively, the "February 9 Filing").

Transmission Tariff ("Tariff")[4] and PJM's Commission-approved cluster-based Cycle process.[5] Amelia Energy's Protest rests on an apparent misunderstanding of PJM's cluster-based Cycle process and the resulting Network Upgrades and Contingent Facilities required by the Amelia Energy Facility and for which it has been assigned financial responsibility and upon which it has been made contingent (i.e., the "Disputed Network Upgrades" and "Disputed Contingent Facilities"). Put simply, these are Network Upgrades and Contingent Facilities required for the Amelia Energy Facility because of its undisputed need for Network Upgrade n9630.0, considered a regional topology upgrade.[6] The use of regional topology upgrades to eliminate 20 reliability reinforcements resulted in substantial savings for Transition Cycle No. 1 ("TC1") Project Developers both in terms of Network Upgrade costs and lead times.[7] Collectively, TC1 Project Developers saved $731 million from the use of regional topology upgrades.[8]

The resulting Amelia Energy GIA and the Disputed NUCRAs are just and reasonable and should be accepted and made effective as such under section 205 of the Federal Power Act ("FPA").[9] To the extent the requested relief that Amelia Energy seeks in its Protest requires revisions to the Amelia Energy GIA, it would not only exceed the bounds of the Commission's authority under FPA section 205, but constitute unduly

[4] *See* Tariff, Part VII, Subpart D.

[5] *PJM Interconnection, L.L.C.*, Tariff Revisions for Interconnection Process Reform, Request for Commission Action by October 3, 2022, and Request for 30-Day Comment Period, Docket No. ER22-2110-000 (June 14, 2022); *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162 (2022), *order on reh'g*, 184 FERC ¶ 61,006 (2023), *aff'd sub nom. Hecate Energy LLC v. FERC*, 126 F.4th 660 (D.C. Cir. 2025).

[6] Affidavit of Lisa Krizenoskas on behalf of PJM Interconnection, L.L.C. (Attachment A) ¶ 26 ("Krizenoskas Aff.") (explaining regional topology upgrades are Network Upgrades that add new elements to the Transmission System topology in a given region and change the flows of electricity).

[7] *See* Krizenoskas Aff. ¶ 20.

[8] *Id.*

[9] 16 U.S.C. § 824d.

discriminatory and preferential treatment in favor of Amelia Energy and would adversely impact other New Service Requests in TC1 and, potentially, PJM's Cycle schedule. Accordingly, for the reasons set forth below, the Commission should reject the Amelia Energy Protest and accept and establish an April 11, 2026, effective date for the Amelia Energy GIA and the related NUCRAs, as set forth in PJM's February 9 Filing.[10]

## I. MOTION FOR LEAVE TO ANSWER

While the Commission's regulations allow answers to comments, an answer to a protest is not a matter of right under the Commission's regulations.[11] However, the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process,[12] assures a complete record in the proceeding,[13] and provides information helpful to the disposition of an issue.[14] This answers satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.[15]

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[10] *See supra* note 3. To the extent the Commission were to grant Amelia Energy's request to reject the Amelia Energy GIA, PJM respectfully requests that the Commission not grant Amelia Energy's companion request to reject the "Disputed NUCRAs" to which other Project Developers are parties (*see infra* Section III.E) or Amelia Energy's request to modify the terms of the GIA (*see infra* Section III.F) by directing PJM to remove the Disputed Network Upgrades and the Disputed Contingent Facilities.

[11] 18 C.F.R. §§ 385.213(a)(2)-(3).

[12] *See, e.g.*, *Pioneer Transmission, LLC v. N. Ind. Pub. Serv. Co.*, 140 FERC ¶ 61,057, at P 94 (2012) (accepting answers that "provided information that assisted us in our decision-making process"); *Tallgrass Transmission, LLC*, 125 FERC ¶ 61,248, at P 26 (2008) (same); *Midwest Indep. Transmission Sys. Operator, Inc.*, 120 FERC ¶ 61,083, at P 23 (2007) (permitting answer to protests when it provided information that assisted the Commission in its decision-making process).

[13] *See, e.g.*, *Pac. Interstate Transmission Co.*, 85 FERC ¶ 61,378, at 62,443 (1998), *order on reh'g*, 89 FERC¶ 61,246 (1999); *see also Morgan Stanley Cap. Grp., Inc. v. N.Y. Indep. Sys. Operator, Inc.*, 93 FERC ¶ 61,017, at 61,036 (2000) (accepting an answer that was "helpful in the development of the record").

[14] *See, e.g.*, *CNG Transmission Corp.*, 89 FERC ¶ 61,100, at 61,287 n.11 (1999).

[15] PJM does not address all arguments set forth in the Amelia Energy Protest. PJM's silence with respect to any particular issue should not be construed as agreement or acquiescence.

## II. BACKGROUND

Amelia Energy's proposed Generating Facility is the Amelia Energy Facility, an 86 megawatt ("MW") solar generating facility with 46.5 MW of Capacity Interconnection Rights located in Maplewood, Amelia County, Virginia,[16] that PJM studied as part of TC1.

On December 17, 2025, PJM tendered for execution the final service agreements to TC1 Project Developers. At that time, PJM tendered a GIA and eight NUCRAs to Amelia Energy.[17] The NUCRA is PJM's *pro forma* agreement for Common Use Upgrades, which refer to Network Upgrades needed for the interconnection of Generating Facilities of more than one Project Developer and which are the shared responsibility of each Project Developer.[18] Project Developers who share a Common Use Upgrade must enter into a NUCRA to memorialize the cost responsibility among the parties to the agreement.

The Tariff established the deadline for Project Developers to execute their final service agreements or request that their agreements be filed unexecuted with the Commission, among other options.[19] Amelia Energy elected to have its GIA and five of the eight NUCRAs (i.e., "Disputed NUCRAs") filed unexecuted and to sign the remaining three NUCRAs. Except for Amelia Energy, the other Project Developers who are parties to the Disputed NUCRAs have signed those agreements and their respective GIAs.[20]

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[16] Amelia Energy GIA, Specifications, sections 1.0 and 2.0.

[17] Amelia Energy GIA, Specifications, section 3.0.

[18] Tariff, Part VII, Subpart A, section 300, Definitions N (Definition of Network Upgrade Cost Responsibility Agreement); *see generally* Tariff, Part IX, Subpart H, Form of Network Upgrade Cost Responsibility Agreement.

[19] Tariff, Part VII, Subpart D, section 314(A)(4)(a).

[20] PJM prepared a list of the Disputed NUCRAs containing all of the impacted Project Developers and docket numbers for their associated GIA filings. *See* Exhibit No. PJM-0001. Amelia Energy, along with the other impacted Project Developers, did sign the other three NUCRAs for the Common Use Upgrades, as reflected in the Amelia Energy GIA, that it does not dispute. PJM, however, did not execute those NUCRAs due to Amelia Energy opting not to sign its GIA to securitize any of the Network Upgrades deemed necessary based on the result of PJM's System Impact Studies. *See* Exhibit No. PJM-0002.

Contemporaneous with the filing of the unexecuted Amelia Energy GIA and the partially executed Disputed NUCRAs, PJM filed the three remaining NUCRAs reflected in the Amelia Energy GIA, without having signed them.[21]

Although the vast majority of TC1 service agreements have been fully executed and filed with the Commission at this time, the Commission's disposition of this proceeding is necessary to provide the certainty PJM needs to satisfy the remaining requirements for TC1.[22] First and foremost, PJM must perform a second retool analysis (i.e., "Retool 2") to remove from its study models the New Service Requests of the Project Developers who did not sign their final service agreements and to determine what, if any, changes are necessary regarding the minimum amount of Network Upgrades required for TC1 and any impacts to cost allocation.[23] Additionally, based on the outcome of Retool 2, PJM must calculate Underfunded Network Upgrades and, in turn, determine whether any refunds are required under the Tariff and, if so, process such refunds in accordance with the Tariff.[24] Timely completion of these remaining TC1 requirements is essential to enabling PJM to maintain its current Cycle schedule for TC2, due to the "gate" between the conclusion of TC1 and the commencement of TC2, Phase III, which is scheduled for July 2, 2026.[25]

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[21] *Id.*

[22] In addition to this proceeding, two additional proceedings involving unexecuted GIAs are pending before the Commission. *PJM Interconnection, L.L.C.*, Original GIA, SA No. 7860; Project Identifier No. AF2-068, Docket No. ER26-1356-000 (Feb. 12, 2026); *PJM Interconnection, L.L.C.*, Original GIA, SA No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-000 (Feb. 13, 2026).

[23] Krizenoskas Aff. ¶ 36.

[24] *Id.*

[25] Krizenoskas Aff. ¶ 39. *See* PJM Interconnection, L.L.C., *Planning / Cycle Timeline*, https://www.pjm.com/planning.

Finally, as the Commission considers Amelia Energy's requested relief, PJM respectfully requests that the Commission's decision-making process give due consideration to the potential impacts on other TC1 Project Developers and, in particular, the subset of Project Developers that have executed GIAs and NUCRAs reflecting terms and conditions based on shared need and cost responsibility for the Common Use Network Upgrades with Amelia Energy.[26]

## III. ANSWER

### *A. PJM Applied the Cost Allocation Provisions Applicable to TC1 Projects under the Tariff.*

Amelia Energy asserts that PJM did not follow its Tariff or the Commission's cost causation, beneficiary pays, and but for policies when allocating cost responsibility for the Disputed Network Upgrades to its project.[27] The sole Tariff provision that Amelia Energy cites in support of its cost allocation argument appears to be Part VII, section 30[4](B)(1) [*sic*].[28] Amelia Energy's position, however, is fundamentally flawed, because Tariff, Part VII, Subpart B, section 304(B)(1) does not apply to TC1 projects, such as the Amelia Energy Facility. As discussed below, Tariff, Part VII, Subpart D, section 307(A)(5) sets forth the cost allocation requirements for TC1 projects, and the supporting affidavit of Ms. Lisa Krizenoskas, Manager of Interconnection Planning Analysis describes how PJM applied these requirements when studying TC1 projects.[29] Therefore, Amelia Energy's

[26] *See* Krizenoskas Aff. ¶ 9 & n.12; Exhibit No. PJM-0001 and Exhibit No. PJM-0002; *see infra* Section III.F.

[27] Amelia Energy Protest at 15-18.

[28] Amelia Energy's Protest references "Section ***301***(B)(1)" as applying to TC1. *See* Amelia Energy Protest at 17. Amelia Energy's reference appears to contain a typographical error and was intended to cite to Part VII, Subpart B, section ***304***(B)(1). As discussed below, this section does not apply to TC1.

[29] Tariff, Part VII, Subpart D, section 307(A)(5). *See* Krizenoskas Aff. ¶ 19-21.

arguments that PJM did not adhere to the Tariff or the Commission's cost allocation policies must be rejected.

For TC1, cost allocation for Network Upgrades is governed by Tariff, Part VII, Subpart D, section 307(A)(5), which provides, in relevant part:

> Each Project Developer…shall be obligated to pay for 100 percent of the costs of the minimum amount of Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects.[30]

While the language in Tariff, Part VII, Subpart D, section 307(A)(5)(a) largely mirrors that in Tariff, Part VII, Subpart B, section 304(B)(1),[31] it is important to note that Tariff, Part VII, Subpart D, section 307(A)(5)(a) includes additional cost allocation requirements that were introduced as part of, and are unique to, the cluster-based Cycle process, all of which must be given effect when carrying out the Tariff's requirements. These additional cost allocation requirements provide:

[30] Tariff, Part VII, Subpart D, section 307(A)(5)(a).

[31] Tariff, Part VII, Subpart B, section 304(B)(1) applies only to Project Developers in PJM's expedited process, while Tariff, Part VII, Subpart D, section 307(A)(5)(a) applies to Project Developers (and Eligible Customers) in TC1.

- "[PJM] shall determine the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each Cycle, by studying the impact of the [New Service Requests in] the Cycle in their entirety, and not incrementally."[32]

- "[PJM] shall identify the New Service Requests in the Cycle contributing to the need for the required Network Upgrades within the Cycle. All New Service Requests that contribute to the need for a Network Upgrade will receive cost allocation for that upgrade pursuant to each New Service Request's contribution to the reliability violation identified on the transmission system in accordance with PJM Manuals."[33]

Finally, the Tariff prohibits inter-Cycle cost allocation for Network Upgrades; all Network Upgrades identified in System Impact Study costs identified in a Cycle must be allocated to the New Service Requests in that Cycle.[34]

As Ms. Krizenoskas explains, under PJM's former serial process, projects were studied incrementally and were given cost allocation for the minimum amount of network upgrades to accommodate their individual New Service Request.[35] However, unlike the former serial process,[36] the new cluster-based Cycle process requires PJM to determine the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each Cycle by studying the impacts of the New Service Requests in the Cycle *in their entirety*, *and not incrementally*, a requirement that Ms. Krizenoskas refers to as the "least cost analysis."[37] In the new cluster-based Cycle process, all New Service Requests within a Cycle are responsible for the minimum amount of Network Upgrades required to

[32] Krizenoskas Aff. ¶ 16 & n.25; Tariff, Part VII, Subpart D, section 307(A)(5)(c).

[33] Krizenoskas Aff. ¶ 11; Tariff, Part VII, Subpart D, section 307(A)(5)(c).

[34] Krizenoskas Aff. ¶ 11; Tariff, Part VII, Subpart D, section 307(A)(5)(c).

[35] Krizenoskas Aff. ¶ 16; Tariff, Part VI, Subpart B, section 217.3(a).

[36] Prior to TC1, PJM used a serial "first-come, first served" queue approach and first to cause cost allocation methodology.

[37] Krizenoskas Aff. ¶ 16.

resolve each reliability criteria violation in each Cycle.[38] Using this approach, PJM identifies the New Service Requests in a Cycle that contributed to the need for the required Network Upgrades within the Cycle and allocates costs pursuant to each New Service Request's contribution to the reliability violation identified on the Transmission System.[39] All costs identified in the System Impact Studies are then allocated to the responsible New Service Requests in that Cycle.[40]

As a TC1 project, the cost allocation provisions of Tariff, Part VII, Subpart D, section 307(A)(5) apply to the Amelia Energy Facility. Both the Amelia Energy Protest and the supporting affidavit of Mr. Amit Agrawal, however, are devoid of any reference to, or discussion of, the cost allocation provisions applicable to the Amelia Energy Facility. By contrast, Ms. Kriszenokas's Affidavit provides an overview of the cost allocation requirements applicable to TC1 projects and explains PJM's application of those requirements in a manner consistent with the Tariff. Accordingly, PJM respectfully requests that the Commission reject Amelia Energy's arguments.

### *B. Contrary to Amelia Energy's Assertions, PJM's Use of Regional Topology Upgrades Is Consistent with the Tariff.*

The Protest characterizes regional topology upgrades as "undefined" or a "new concept" or "newly-coined" term.[41] The Protest also argues that the "regional topology upgrades standard is not listed in PJM's Tariff or Manuals whatsoever, and it certainly was

[38] Krizenoskas Aff. ¶ 16; Tariff, Part VII, Subpart D, section 307(A)(5)(c).

[39] Krizenoskas Aff. ¶ 11.

[40] *Id.* The Tariff prohibits inter-Cycle cost allocation for Network Upgrades identified in the System Impact Study costs in a Cycle, and all costs identified in the System Impact Studies must be allocated to the impacted New Service Requests in that Cycle. *See* Tariff, Part VII, Subpart D, section 307(A)(5)(c).

[41] Amelia Energy Protest at 1, 11.

not even in existence when Amelia Energy committed the Project to TC1."[42] Amelia Energy's position, however, indicates a lack of understanding of PJM's System Impact Study process, as neither the Protest nor Mr. Agrawal's Affidavit acknowledges or addresses these Tariff requirements. As demonstrated below, a System Impact Study is, by definition, a *regional* assessment of the impact of proposed New Service Requests' impacts on the Transmission System;[43] the Tariff provides PJM with discretion to define the scope of System Impact Studies;[44] and PJM's use of regional topology upgrades is based on PJM's ability to perform regional assessments of transmission system upgrades as part of its System Impact Studies process.[45]

1. *Under the Tariff, a System Impact Study is a regional analysis of the effect of adding new facilities and service proposed by a New Service Request on the Transmission System and their impact on deliverability to PJM Network Load.*

As required by the Tariff, PJM performed a Phase I, Phase II, and Phase III System Impact Study during TC1.[46] Each System Impact Study represents "a *regional analysis* of the effect of adding the new facilities and services proposed by New Service Requests to the Transmission System," as well as an evaluation of the New Service Request's impact on deliverability to PJM Network Load. [47] PJM uses System Impact Studies to identify constraints, by transmission element or flowgate, related to New Service Requests, and any Interconnection Facilities, Network Upgrades, and/or Contingent Facilities that may be

[42] Amelia Energy Protest at 11.

[43] *See supra* Section III.B.1.

[44] *See supra* Section III.B.2.

[45] *See supra* Section III.B.3.

[46] Krizenoskas Aff. ¶ 12; Tariff, Part VII, Subpart D, section 307(A).

[47] *Id.*; Tariff, Part VII, Subpart D, section 307(A)(2)(a) ("The Phase I, Phase II and Phase III System Impact Studies are a *regional analysis* of the effect of adding to the Transmission System the new facilities and services proposed by valid New Service Requests and an evaluation of their impact on deliverability to the aggregate of PJM Network Load." (emphasis added)).

required to accommodate the New Service Request.[48] As part of a System Impact Study, PJM also prepares estimates of cost responsibility and construction lead times for any new facilities that are required for a New Service Request to interconnect and for required Network Upgrades.[49] Thus, the Tariff explicitly requires that System Impact Studies assess the Transmission System impact of any New Service Request's proposed facilities and services on a regional basis.

*2. The Tariff provides PJM with discretion to define the scope of System Impact Studies.*

According to the Tariff, PJM has discretion regarding the scope of System Impact Studies. Specifically, Tariff, Part VII, Subpart D, section 307(A)(2)(a)(iv) provides:

> The scope of the [System Impact Studies] *may* include (a) an assessment of sub-area import deliverability, (b) an assessment of sub-area export deliverability, (c) an assessment of project related system stability issues (only occurs in Phase II and Phase III); (d) an assessment of project-related short circuit duty issues (only occurs in Phase II and Phase III), (e) a contingency analysis consistent with NERC's and each Applicable Regional Entity's reliability criteria and the transmission planning criteria, methods and procedures described in the "FERC Form No. 715 - Annual Transmission Planning and Evaluation Report" for each Applicable Regional Entity, (f) an assessment of regional transmission upgrades that most effectively meet identified needs, and (g) an analysis to determine cost allocation responsibility for required facilities and upgrades.[50]

[48] Krizenoskas Aff. ¶ 12; Tariff, Part VII, Subpart D, section 307(A)(2)(a)(i).

[49] Krizenoskas Aff. ¶ 12; Tariff, Part VII, Subpart D, section 307(A)(2)(a)(i)(i).

[50] Tariff, Part VII, Subpart D, section 307(A)(2). The Protest seeks to suggest that PJM did not comply with the Tariff because "[i]t was not until the Phase II SIS, after PJM completed its Phase I studies of TC1, that PJM used regional topology upgrades to allocate costs and identify Contingent Facilities." Amelia Energy Protest at 12. Again, Amelia Energy's position reflects a potential lack of familiarity with the Tariff's System Impact Study requirements. As noted here, Tariff, Part VII, Subpart D, section 307 states that an assessment of project-related system stability and short circuit duty issues occurs in Phase II and III System Impact Studies. Therefore, PJM's use of regional topology upgrades in performing Phase II and III System Impact Studies (and not Phase I) for TC1 is consistent with the Tariff.

Similarly, the Tariff states:

> Transmission Provider, in its sole discretion, can aggregate multiple New Service Requests at the same Point of Interconnection for purposes of Phase I, Phase II and Phase III System Impact Studies.

Based on the foregoing, the Tariff also provides PJM with discretion in establishing the scope of the System Impact Studies, and that scope may include sub-area deliverability, assessment of project-related system stability and short circuit issues, applicable reliability and transmission planning criteria, and assessment of regional transmission upgrades that most effectively meet identified needs, and analysis to determine cost allocation responsibility. As discussed in more detail below, PJM's use of regional topology upgrades is based on PJM's ability to perform regional assessments of transmission system upgrades as part of its System Impact Studies and, thus, consistent with the Tariff.

*3. PJM's use of System Impact Studies to perform regional assessments of Transmission System impacts is not new.*

The Protest erroneously claims that PJM's use of regional topology upgrades is new.[51] As a threshold matter, PJM prepared System Impact Studies under the former serial interconnection study process pursuant to provisions that are substantially similar to those in Tariff, Part VII.[52] As Ms. Krizenoskas explains, PJM performed a regional analysis to evaluate the impact of adding new facilities, including Network Upgrades, required for a New Service Request to interconnect to the Transmission System, even prior to PJM's reformed interconnection process and transition to the cluster-based Cycle process.[53] In

[51] *See supra* note 41.

[52] *See* Tariff, Part VI, Subpart A, section 205.2.

[53] Krizenoskas Aff. ¶ 14.

doing so, PJM previously considered the impact of regional topology upgrades.[54] This Tariff-based approach of utilizing a regional analysis to evaluate the impact of New Servies Requests' proposals to add new facilities or services was carried forward to the new cluster-based Cycle process.

Although PJM's regional assessment of Transmission System impacts is not new, the speed at which the interconnection process must run, the high-volume of New Service Requests studied simultaneously during the three different System Impact Phases of the cluster-based Cycle process the number and severity of reliability criteria violations identified, and the increased complexity associated with large, topology changing Network Upgrades has necessitated that PJM apply an interconnection analysis approach that systematically and efficiently evaluates regionally required Network Upgrades.[55] To this end, PJM implemented a new technology called QDEST, an analysis processing tool that significantly improves the speed and consistency of the System Impact Study workflow.[56] The tool ingests output from PowerGem TARA, PJM's power flow analysis program, and uploads it into a centralized post processing platform that presents results in a clear, intuitive format. Within this environment, overloaded facilities are identified, Network Upgrades are assigned, and cost allocation is generated.[57] This integrated automated approach enables PJM to process a substantially larger volume of New Service Requests

[54] *Id.*

[55] The significant number of baseline upgrades approved as part of the 2025 RTEP contributes to this complexity. *See* PJM Interconnection, L.L.C., *Transmission Expansion Advisory Committee (TEAC) Recommendations to the PJM Board*, (Feb. 2026), https://www.pjm.com/-/media/DotCom/committees-groups/committees/teac/2026/20260203/20260203-pjm-board-whitepaper-february-2026.pdf (approving $11.8 billion in baseline upgrades).

[56] Krizenoskas Aff. ¶ 15.

[57] *Id.*

in parallel while maintaining accuracy, transparency, and consistency across System Impact Studies.[58]

Finally, Amelia Energy claims that PJM's use of regional topology upgrades is "amorphous" and points to 23 Network Upgrades whose classification changed twice.[59] In support of its argument, Amelia Energy cites differences between a Phase II System Impact Study Report and a Phase III System Impact Study report.[60] Contrary to Amelia Energy's contention, any changes in classification that may occur between Phase II and Phase III System Impact Study phases are attributable to the phased nature of the cluster-based Cycle process, the impacts of changes to the Cycle cohort's composition between phases, and the further refinement of results in each subsequent phase of the Cycle.

As Ms. Krizenoskas explains, in accordance with the procedures and other terms set out in Tariff, Part VII, PJM studies New Service Requests in a series of three System Impact Study phases, each of which is followed by a decision point.[61] During a decision point, Project Developers in the cohort for the Cycle must make certain demonstrations and financial commitments required by the Tariff in order to advance to the next decision point or "exit" from the interconnection study process.[62] Project Developers who cannot satisfy the Tariff requirements, or simply elect not to proceed, are withdrawn.[63] As a result, after a decision point, the subsequent System Impact Study phase includes a "retool" to remove withdrawn New Service Requests and update, as necessary, the Network Upgrades

[58] *Id.*

[59] Amelia Energy Protest at 7.

[60] Amelia Energy Protest 7 & n. 19.

[61] Krizenoskas Aff. ¶ 10.

[62] *Id*.

[63] *Id*.

needed not only to facilitate each individual New Service Request's interconnection to the Transmission System but also resolve all reliability criteria violations in the Cycle, as well as cost allocation for all such Network Upgrades.[64] Thus, in Amelia Energy's example, to the extent Project Developers withdrew or exited during the decision points before the Phase II and Phase III System Impact Study Phases, those changes to the cohort appear to have impacted the Network Upgrades referenced in the Protest.

### *C. PJM Properly Identified That the Disputed Network Upgrades and Disputed Contingent Facilities Are Required for the Amelia Energy Facility and Properly Allocated Cost Responsibility for such Disputed Network Upgrades to Amelia Energy.*

Amelia Energy contends that its Project has "no impact nexus" to Disputed Network Upgrades and Disputed Contingent Facilities and, based on its own logic, the Disputed Network Upgrades and Disputed Contingent Facilities are not needed for the Amelia Energy Facility to obtain interconnection service and be fully deliverable.[65] However, as previously explained, Amelia Energy's approach considers neither the cost allocation requirements, nor the System Impact Study provisions applicable to TC1. As detailed below and in the supporting affidavit of Ms. Krizenoskas, PJM's use of regional topology upgrades, which is based on PJM's ability to perform regional assessments of transmission system upgrades as part of its System Impact Study process, demonstrates that the use of regional topology upgrades allowed PJM to identify the regional transmission upgrades that most effectively meet the identified needs for TC1 and,

[64] *Id*.

[65] Amelia Energy Protest at 7.

consistent with cost allocation requirements and policies, allocate cost responsibility.[66] Therefore, PJM appropriately allocated costs responsibility to Amelia Energy.

*1. The use of regional topology upgrades allows PJM to assess regional transmission upgrades that most effectively meet identified needs for TC1.*

The least cost analysis is a *regional* analysis to determine the minimum amount of Network Upgrades required for the Cycle, which may include regional topology upgrades, rather than reinforcements of an existing transmission facility.[67] The use of regional topology upgrades in the least cost analysis can help reduce both the quantity and costs of Network Upgrades for the Cycle in its entirety.[68]

A commonly used concept in transmission planning, regional topology upgrades change the network topology by introducing new electrical connections within transmission systems and can mitigate or eliminate transmission overloads without relying solely on rebuilding or uprating existing circuits because they allow flows to be redirected away from overloaded facilities.[69] Utilizing regional topology upgrades in a Cycle rather than developing new Network Upgrades is the most effective way to address identified reliability criteria violations, especially given that many regional topology upgrades are already part of PJM's Regional Transmission Expansion Plan ("RTEP").[70]

PJM's systematic study and assessment of regional topology upgrades provides substantial cost and time savings to the Cycle.[71] Network Upgrades may be eliminated

[66] Krizenoskas Aff. ¶¶ 12, 16-18.

[67] *Id.* ¶ 12.

[68] *Id* ¶ 18.

[69] *Id.* ¶ 16 & n.26.

[70] *Id.* ¶ 17.

[71] *Id.*

where one or more other overloads also would be addressed by the regional topology upgrade and therefore those overloads and the reinforcements needed to address them may be removed from the study.[72] As detailed in Ms. Krizenoskas's affidavit, this approach resulted in the elimination of 20 required Network Upgrades that would have otherwise impacted TC1.

Furthermore, PJM's elimination of these 20 Network Upgrades resulted in a total savings of $731 million collectively for TC1 Project Developers.[73] The total cost of Network Upgrades for the entire cohort of TC1 New Service Requests was $1.6 billion, with the longest lead regional topology upgrade estimated to be completed by 2030.[74] If PJM had not performed regional assessments to identify regional topology upgrades and thus had not eliminated 20 Network Upgrades, the total cost of TC1 Network Upgrades would have been approximately $2.4 billion, with the longest lead Network Upgrade being approximately 61 months to complete (estimated by 2031).[75] PJM applied the least cost analysis under the Tariff to identify the minimum amount of required Network Upgrades to resolve each reliability criteria violation in TC1 and realized not only a substantial costs savings for TC1 in its entirety, but also significant time savings with respect to Network Upgrade completion times.

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[72] *Id.*

[73] *Id.* ¶ 21.

[74] *Id.*

[75] *Id.* The Protest argues that Amelia Energy will face delays as a result of the Disputed Network Upgrades, which are regional topology upgrades, reflected in the Amelia Energy GIA. Amelia Energy Protest at 18-19. This is an inaccurate statement. Of the Network Upgrades reflected in the Amelia Energy GIA, the longest lead time is associated with Network Upgrade n9630.0 (i.e., a Network Upgrade that Amelia Energy does not dispute), with an estimated completion time that is about the same as the Disputed Network Upgrades and Disputed Contingent Facilities. Moreover, as discussed here, PJM's use of regional topology upgrades reduced the construction timeline by eliminating Network Upgrades that would have had longer lead times.

*2. The Disputed Network Upgrades were properly identified and cost allocated to the Amelia Energy Facility.*

Amelia Energy claims that PJM violated its Tariff and the filed rate doctrine by identifying the Disputed Network Upgrades and Disputed Contingent Facilities in the Amelia Energy GIA and allocating costs to the Amelia Energy Facility.[76] Consistent with Tariff, Part VII, Subpart D, section 307, the Phase III and Final System Impact Study reports for Amelia Energy Facility indicate that Amelia Energy Facility contributes to the need for Network Upgrade n9630.0, which relieves a load flow violation and requires the construction of a new greenfield 230kV line between the Finneywood and AG1-285 substations and the expansion of the AG1-285 yard to a 230-115 kV substation.[77] Amelia Energy does not dispute that the Amelia Energy Facility is a contributor to this required Network Upgrade, nor does it dispute its share of the cost allocation.[78] PJM categorizes Network Upgrade n9630.0 as a regional topology upgrade due to its impact on the base flows in the study case within the PJM Dominion region.[79] Due to Amelia Energy Facility's need for Network Upgrade n9630.0, it received cost allocation for the Disputed Network Upgrades because the Disputed Network Upgrades are part of the regional solution of Network Upgrades that are required to be cost allocated to every New Service Request in the Dominion region that directly contributes to the need for a regional topology

[76] Amelia Energy Protest at 9.

[77] Krizenoskas Aff. ¶ 25. Both the Phase III and Final System Impact Study reports for Amelia Energy Facility indicate that Network Upgrade n9630.0 addresses both stability and load flow violations in the description of the Network Upgrade. While Amelia Energy Facility does not have any stability violations and the categorization of "stability" for Network Upgrade n9630.0 only applies to other New Service Requests within TC1, Network Upgrade n9630.0 is required to address load flow violations for Amelia Energy Facility. Krizenoskas Aff. ¶ 26.

[78] Amelia Energy Protest at 6. Network Upgrade n9630.0 is a Common Use Upgrade that shares cost allocation with a total of three Project Developers across seven New Service Requests. *See* Exhibits PJM-0001 and PJM-0002.

[79] Krizenoskas Aff. ¶ 25 and n.39.

upgrade or that realizes an eliminated Network Upgrade.[80] Despite Amelia Energy's claims, PJM properly identified the Disputed Network Upgrades and allocated costs accordingly and any claims to the contrary should be rejected.

3. *The Disputed Contingent Facilities were properly identified.*

Amelia Energy claims that the Disputed Contingent Facilities are not required for Amelia Energy Facility to obtain interconnection service and become fully deliverable.[81] PJM defines a Contingent Facility as "unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent and, if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing."[82] Because of the interrelated nature of the regional topology upgrades in the Dominion region as well as the collective impact of those regional topology upgrades on the Transmission System topology for that region, if a single required regional topology upgrade in the Dominion region is not built, then New Service Requests within the Dominion region that relied on those regional topology upgrades as either a direct contributor or via an eliminated Network Upgrade could need to be restudied and/or the Network Upgrades reassessed. Therefore, consistent with the Tariff definition of a Contingent Facility, when a New Service Request is contingent on one of the required

[80] In order for the TC1 Project Developers to collectively realize a benefit from the discounted regional topology upgrades, all New Service Requests that contribute to a regional topology upgrade or to an upgrade eliminated by a regional topology upgrade must also be cost allocated and contingent upon the full set of regional topology upgrades identified. Krizenoskas Aff. ¶ 24.

[81] Amelia Energy Protest at 10. Amelia Energy claims that PJM did not comply with Manual 14H, Attachment B to determine that Amelia Energy Facility is contingent upon the Disputed Contingent Facilities in order to be placed in service, however, these are the procedures for identifying cost allocation, and not Contingent Facilities. In identifying Contingent Facilities, PJM complied with Tariff, Part VII, Subpart D, section 307 and the relevant Manual 14H provisions in section 4.2.3.

[82] Tariff, Part VII, Subpart A, section 300, Definitions C (Definition of Contingent Facilities).

regional topology upgrades in the Dominion region, it is contingent on all of the regional topology upgrades in that region.[83] As explained in the previous section, the Phase III and Final System Impact Study reports for Amelia Energy Facility indicate that Amelia Energy Facility contributes to the need for Network Upgrade n9630.0,[84] therefore, the Amelia Energy Facility is contingent on all of the regional topology upgrades required for TC1, including the Disputed Contingent Facilities.[85] Despite Amelia Energy's claims, the Disputed Contingent Facilities are required for the Amelia Energy Facility to obtain interconnection service and become fully deliverable.

Furthermore, the collective set of regional topology upgrades addresses all of the eliminated Network Upgrades identified in the System Impact Study analysis for the entire cohort of New Service Requests in the Cycle.[86] In order for the Cycle to collectively save time and costs from eliminated Network Upgrades, the Cycle must rely on the full set of regional topology upgrades for the region.[87] PJM is not able to optimize a set of Network Upgrades for each individual New Service Request in the Cycle without losing the optimization for the entire TC1 cohort.[88]

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[83] Krizenoskas Aff. ¶ 24.

[84] *Id.* ¶ 25.

[85] *Id.* ¶ 32. All of the Disputed Contingent Facilities are already included in PJM's RTEP. Because the Disputed Contingent Facilities are already needed as part of the RTEP, utilizing these regional topology upgrades is the most effective method for the entire TC1 cohort to resolve all reliability violations using the least amount of Network Upgrades, as required by the Tariff. Krizenoskas Aff. ¶ 16.

[86] Krizenoskas Aff. ¶ 24.

[87] *Id.*

[88] *Id.* ¶ 23.

*4. Amelia Energy Erroneously Claims the Disputed Network Upgrades are Stability Violations and Thus Should Not Be Cost Allocated.*

Amelia Energy claims that PJM does not follow its cost allocation procedures in Manual 14H, Attachment B, section 3.4 to allocate costs for the Disputed Network Upgrades identified to eliminate stability violations.[89] Amelia Energy Facility's cost allocation for the Disputed Network Upgrades is not dependent on the label of "stability" in the System Impact Studies.[90] As previously explained, these Disputed Network Upgrades are cost allocated due to the Amelia Energy Facility directly contributing to undisputed Network Upgrade n9630.0, which was cost allocated consistent with the Tariff and Manual 14H, Attachment B.[91] The Phase III and Final System Impact Study reports for each of the Disputed Network Upgrades indicate why the Amelia Energy Facility received cost allocation and is contingent upon the Disputed Network Upgrades. According to the reports, "[Amelia Energy Facility] did not load into this reinforcement directly however this project contributed to [a] topology or eliminated upgrade and therefore this project is responsible for relevant regional upgrades."[92] Both reports included an explanation for each of the Disputed Network Upgrades for all Project Identifiers associated with Amelia Energy Facility.[93]

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[89] Amelia Energy Protest at 9.

[90] While PJM acknowledges that these Network Upgrades are labeled as "stability" in the System Impact Study reports, that is merely a current limitation in the PJM software because the Disputed Network Upgrades address stability violations for other New Service Requests within TC1. *See* Krizenoskas Aff. ¶ 25 (explaining that one reinforcement can address multiple reliability criteria violations; thus, a label of "stability" or "short circuit" is intended to assist a Project Developer in understanding the subset of reinforcements that are less common than load flow violations).

[91] *Supra* Sections III(C)(3)-(4)*; see* PJM Interconnection, L.L.C., *Manual 14H: New Service Requests Cycle Process*, Attachment B (rev. 03, Sep. 25, 2025), https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.pdf*;* Tariff, Part VII, Subpart D, section 307(A)(5).

[92] Amelia Energy Protest at 5.

[93] *PJM Interconnection, L.L.C.*, AF1-294 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AF1-294/AF1-294_imp_PHASE_3.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AF2-115 Phase III Study Report,

*5. Despite Amelia Energy's claims, PJM did not violate the cost causation, beneficiary pays, and but for principles.*

Amelia Energy claims that PJM violated the cost causation, beneficiary pays, and but for principles outlined in the Amelia Energy Protest.[94] However, Amelia Energy's arguments are misguided when reviewed in light of the studies that PJM performed for TC1. As detailed in Ms. Krizenoskas's Affidavit, PJM's cluster-based Cycle process considered all New Service Requests in TC1 and their contribution to reliability criteria violations and the need for required Network Upgrades; [95] identified whether New Services Requests that require Network Upgrades are directly or indirectly benefited by a regional topology upgrade; [96] and examined regional topology upgrades on a regional basis[97] to identify causation and beneficiaries as granularly as possible while maintaining the Cycle timeline.[98] Moreover, PJM allocated costs to the appropriate New Service Requests based on their contribution to overloaded facilities and their realization of benefits from mitigation provided by regional topology upgrades identified through a series of System Impact Study analyses that are designed to produce more refined study results as the Cycle

https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_2/AF1-294/AF1-294_imp_PHASE_2.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AG1-021 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AG1-021/AG1-021_imp_PHASE_3.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AF1-294 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF1-294/AF1-294_imp_FINAL.htm (Dec. 8, 2025) *PJM Interconnection, L.L.C.*, AF2-115 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF2-115/AF2-115_imp_FINAL.htm (Dec. 8, 2025)*PJM Interconnection, L.L.C.*, AG1-021 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-021/AG1-021_imp_FINAL.htm (Dec. 8, 2025).

[94] Amelia Energy Protest at 16-18.

[95] Krizenoskas Aff ¶ 11.

[96] *Id.* ¶ 18.

[97] *Id.* ¶ 16.

[98] *Id.* ¶ 18.

progresses and are ultimately reflective of the composition of the cluster at the end of the Cycle.[99]

Finally, PJM has demonstrated that Amelia Energy Facility was a direct contributor to undisputed Network Upgrade n9630.0, the driver behind Amelia Energy Facility receiving cost allocation for the disputed Network Upgrades, thus causing the costs of the Disputed Network Upgrades to be incurred.[100] The fact that Amelia Energy Facility directly contributes to the need for undisputed Network Upgrade n9630.0 demonstrates that the cost would not be required "but for" Amelia Energy Facility's requested interconnection to the Transmission System. And, "but for" the collective set of regional topology upgrades that mitigate the reliability criteria violations that would have been mitigated by the eliminated Network Upgrades TC1 Project Developers, including Amelia Energy, would not have realized a total of $731 million in cost savings as a Cycle.[101] Thus, the claims that PJM violated the referenced cost allocation principles set forth by the Commission are not accurate, and the Commission should reject them.

### *D. Amelia Energy Facility Performed a Substantially Different Study than PJM's Cluster-Based Cycle Process System Impact Study.*

While Mr. Agrawal claims that his study results show the Amelia Energy Facility is fully deliverable without the Disputed Network Upgrades and the Disputed Contingent Facilities, Mr. Agrawal performed a substantially different study than the one PJM undertakes consistent with Tariff, Part VII, Subpart D, section 307. Mr. Agrawal's study was a project-centered study that focused on optimizing results for the Amelia Energy

[99] Krizenoskas Aff ¶ 18.

[100] Krizenoskas Aff ¶ 28.

[101] Krizenoskas Aff ¶ 21.

Facility and doesn't take into account the entirety of the TC1 cohort of New Service Requests or the cluster-based Cycle process.[102] Additionally, Mr. Agrawal applied the regional topology discount factor to Network Upgrade n9630.0 while incorrectly claiming that the rest of the regional topology upgrades are not required.[103] In contrast, as required by the Tariff, PJM performed a regional analysis and determined the minimum amount of Network Upgrades required to resolve each reliability criteria violation in the Cycle effectively, by studying the impact of the New Service Requests in the Cycle *in their entirety, not incrementally*.[104] While Mr. Agrawal focused on optimizing results for his clients, Amelia Energy Facility, PJM focused on identifying the most effective way to resolve all reliability criteria violations in TC1 using the least amount of Network Upgrades, i.e., regional topology upgrades.[105] Optimizing the analysis on a per project basis, as Mr. Agrawal appears to suggest, is not in alignment with PJM's new cluster-based Cycle process under the Tariff and does not ensure that all of the required Network Upgrades for TC1 are securitized.[106] Additionally, Mr. Agrawal's approach would not be feasible given the nature and volume of PJM's New Service Requests and the timing considerations of the Cycle process, as study time periods would likely be significantly

[102] *Id.* ¶ 27. Mr. Agrawal's cost allocation methodology does not even ensure that all of the TC1 required Network Upgrades are securitized and he incorrectly applies the regional topology discount factor for Network Upgrade n9630.0 while also denying responsibility for the rest of the regional topology upgrades.

[103] *See* Krizenoskas Aff. ¶ 29 ("Mr. Agrawal's analysis appears to be seeking the advantages of PJM's approach and his own approach for the benefit of Amelia Energy Facility without regard for the rest of the TC1 cohort.")

[104] *See* Tariff, Part VII, Subpart D, sections 307(A)(iv)(f) and 307(A)(5)(c) (emphasis added).

[105] Krizenoskas Aff. ¶ 29.

[106] *Id.*

prolonged and costs allocated to certain Project Developers for Network Upgrades could be substantially higher.[107]

While Amelia Energy claims that based on the results of its study, the Disputed Network Upgrades and Disputed Contingent Facilities are not required for the Amelia Energy Facility, PJM acted in accordance with sound engineering judgment and Good Utility Practice to conclude that these Disputed Network Upgrades and Disputed Contingent Facilities are in fact required for the Amelia Energy Facility. The Tariff states that "Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather is intended to include acceptable practices, methods, or acts generally accepted in the region[.]"[108] The Commission has previously deferred to a Transmission Provider's exercise of engineering judgement and actions consistent with Good Utility Practice to assign Network Upgrades and allocate costs accordingly.[109]

### *E. Amelia Energy's Request to Reject the Disputed NUCRAs Has the Potential to Adversely Impact Other TC1 Project Developers.*

Amelia Energy's requested relief in the first instance is that the Commission reject the unexecuted Amelia Energy GIA *and associated Disputed NUCRAs*.[110] In other words, Amelia Energy's requested relief does not appear limited to removing the Disputed Network Upgrades but involves rejecting the NUCRAs for such Network Upgrades. PJM

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[107] *Id.*

[108] Tariff, Part VII, Subpart A, section 300, Definitions G (Definition of Good Utility Practice).

[109] *See Tenaska Clear Creek Wind, LLC*, 182 FERC ¶ 61,084 (2023). (The Commission found that Southwest Power Pool, Inc. ("SPP") reasonably exercised its engineering judgment in mitigating the identified constraint and acted in accordance with Good Utility Practice. The Commission also noted that Good Utility Practice afforded SPP discretion in selecting among alternatives, even where a less expensive alternative was available.)

[110] Amelia Energy Protest at 2, and 19-20.

respectfully requests that the Commission not grant Amelia Energy's request to reject the Disputed NUCRAs in light of the adverse impact on other TC1 Project Developers.

PJM maintains that the Amelia Energy GIA was prepared in accordance with the Tariff's requirements applicable to TC1 and, thus, contains terms and conditions that are just and reasonable and should be accepted and made effective as filed.[111] Moreover, in the event the Commission were to determine additional proceedings were necessary, then PJM submits that the Commission accept the Amelia Energy GIA and the Disputed NUCRAs and make them effective as of April 11, 2025, subject to refund.[112]

To the extent that the Commission were to grant Amelia Energy's request to reject its unexecuted GIA,[113] however, PJM respectfully requests that the Commission *not* grant the request to reject the Disputed NUCRAs. At this late stage of TC1, each of the Project Developers who shares cost responsibility with Amelia Energy with respect to the five Disputed Network Upgrades has a fully executed GIA, has posted the necessary Security under its respective GIA, and has signed the Disputed NUCRAs reflecting terms and conditions based on shared need and cost responsibility for the Common Use Network Upgrades with Amelia Energy.[114] Thus, the Commission could not simply reject the Disputed NUCRAs, as requested by Amelia Energy, without negatively impacting the

[111] PJM also requested that the Commission conditionally accept and establish an effective date of April 11, 2026, for each of the Partially Executed NUCRAs, subject to the Commission's disposition of the Amelia Energy GIA. *See* NUCRA Filing at 2, 7.

[112] *See e.g.*, *PJM Interconnection, L.L.C.*, 184 FERC ¶ 61,087 (2023).

[113] If Amelia Energy is not prepared to proceed as part of TC1, an order issued on the Commission's expected action date would afford Amelia Energy the opportunity to submit a Cycle 1 application before the deadline of April 27, 2026. *See* PJM Interconnection, L.L.C., *Planning / Cycle Timeline*, https://www.pjm.com/planning (the Interconnection Cycle Study Timeline chart).

[114] Krizenoskas Aff., Section IV.J.

other TC1 Project Developers who have signed those Disputed NUCRAs and whose projects require the Disputed Network Upgrades that are the subject of those agreements.[115]

Thus, as the Commission considers Amelia Energy's requested relief, PJM respectfully requests that the Commission's decision-making process give due consideration to the potential impacts on other TC1 Project Developers and the Cycle process.

### *F. The Commission Should Not Grant the Protest's Request for Service Agreement Modifications as It Would be Unjust, Unreasonable, and Unduly Discriminatory.*

Amelia Energy's alternative request for relief is that the Commission order the rejection of the five Disputed NUCRAs and the modification of the unexecuted Amelia Energy GIA by removing the five cost allocated Disputed Network Upgrades, removing the 18 Disputed Contingent Facilities, and revising the date for the Transmission Owner (i.e., Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)) to complete any remaining construction scope in GIA, Schedule L, section 8.0 from December 1, 2030 to December 31, 2029.[116] Amelia Energy's requested relief would also necessitate that PJM issue revisions to already posted System Impact Study reports. The Commission's consideration of such relief, however, would not be appropriate under section 205 of the FPA, as Amelia Energy itself appears to acknowledge by virtue of its footnote reference to *NRG Power Marketing, LLC v. FERC*.[117] In that case, the court found:

> Section 205 puts FERC in a "passive and reactive role." Under Section 205, FERC reviews the proposed rate scheme

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[115] *Id.* *See supra* note 20. In the event the Commission were to reject the Amelia Energy GIA and, thus, Amelia Energy would be withdrawn from TC1, then PJM would remove Amelia Energy from the partially executed Disputed NUCRAs and file them with, or report them to, the Commission.

[116] Amelia Energy Protest at 2, 18-19.

[117] *See* Amelia Energy Protest at 2 n.5; *NRG Power Mktg., LLC v. FERC*, 862 F.3d 108, 114 (D.C. Cir. 2017) (citations omitted) ("*NRG v. FERC*").

> filed by a utility or Regional Transmission Organization and determines whether the proposal is just and reasonable. FERC may accept or reject the proposal. But as this Court has held, Section 205 does not authorize FERC to impose a new rate scheme of its own making without the consent of the utility or Regional Transmission Organization that made the original proposal.[118]

Therefore, Amelia Energy's requested relief is inappropriate in this proceeding and should not be granted by the Commission.

Further, if the Commission were to consider the requested relief, PJM notes that the relief requested would usurp the purpose of, and the process afforded by, the Tariff's cluster-based Cycle process rules. Such relief also would be discriminatory as it would have a material adverse impact on the rest of the TC1 cohort.[119] PJM studied TC1 using its cluster-based Cycle process and identified the least amount of Network Upgrades required to effectively resolve the violations identified within TC1, as required by the Tariff.[120] Revisions to the Amelia Energy GIA and the Disputed NUCRAs would shift cost responsibility for the Disputed Network Upgrades to the other Project Developers subject to those NUCRAs, as well as upset the expectations of the entire cohort of TC1 Project Developers, the vast majority of which have executed their service agreements.

If the Commission were to direct such changes, they would need to be studied to determine whether and how the other TC1 projects would be impacted and assess the potential system impacts of removing the Disputed Network Upgrades and Disputed Contingent Facilities from the Amelia Energy GIA. Based on the late-stage of TC1, any such studies likely would introduce substantial delays to completing TC1, which, in turn,

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[118] *NRG v. FERC* at 114.

[119] Krizenoskas Aff., Section IV.J.

[120] Tariff, Part VII, Subpart D, section 307(A)(5)(c).

would have a ripple effect on the remainder of PJM's Cycle schedule.[121] Additionally, the requested date change in Schedule F would not be feasible due to the construction timeline for n9630.0 per the Facilities Study Report.[122]

Finally, given the interdependence of the regional topology upgrades, including the order in which they must be constructed, modifications of the magnitude requested by Amelia Energy could have unintended consequences on other TC1 projects' interconnection costs, timing, and deliverability. Accordingly, PJM respectfully requests that the Commission reject Amelia Energy's request for the Commission to revise the Amelia Energy GIA.

[121] Krizenoskas Aff. ¶ 37.

[122] Krizenoskas Aff. ¶ 35 and note 44.

## IV. CONCLUSION

For the reasons set forth in this answer, PJM respectfully submits that the Commission should reject the Amelia Energy Protest and accept and establish an April 11, 2026 effective date for the Amelia Energy GIA and the related NUCRAs, as set forth in the February 9 Filing and grant any additional relief as the Commission deems appropriate consistent with this answer and the February 9 Filing.

Respectfully submitted,

By: /s/ *Alexa Neifield*


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## CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on those parties on the official Service List compiled by the Secretary in this proceeding.

Dated at Audubon, Pennsylvania this 18th day of March, 2026.

/s/ *Alexa Neifield*
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# Attachment A

# Affidavit of Ms. Lisa Krizenoskas on Behalf of PJM Interconnection, L.L.C.

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

| | | |
|---|---|---|
| **PJM Interconnection, L.L.C.** | ) | **Docket Nos. ER26-1300-000** |
| | ) | **ER26-1303-000** |
| | ) | **(NOT CONSOLIDATED)** |

**AFFIDAVIT OF LISA KRIZENOSKAS**
**ON BEHALF OF PJM INTERCONNECTION, L.L.C.**

1. My name is Lisa Krizenoskas, and my business address is 2750 Monroe Boulevard, Audubon, Pennsylvania 19403. I am employed by PJM Interconnection, L.L.C. ("PJM") and my current title is Manager, Interconnection Planning Analysis. I have more than 30 years of experience in the power systems industry, with extensive technical, analytical, and managerial expertise in transmission system planning and generator interconnection processes. I began my career at PPL Electric Utilities, where I spent the majority of my tenure as a Transmission System Planner, developing extensive knowledge of system modeling, reliability criteria, and long-term transmission planning.

## I. QUALIFICATIONS

2. Over the past 10 years, my work has focused on PJM's generation interconnection process. Prior to my current role as Manager of Interconnection Planning Analysis, I served over 5 years as a Project Manager overseeing the coordination, scheduling, and performance of interconnection studies for planned generation resources located throughout the PJM Region. Throughout the course of my career, I have developed comprehensive expertise in both the project management and technical analysis aspects of evaluating new generation interconnections, including load flow, short circuit, stability, and deliverability assessments.

3. Approximately 5 years ago, I played a key role in PJM's transition from the former serial study process to the new cluster-based Cycle study process. I was a member of PJM's Interconnection Process Reform Task Force that developed the proposed Tariff and manual language that established the framework for accepting, evaluating, and studying New Service Requests under the new cluster-based Cycle process. This reform modernized PJM's interconnection process by enabling the coordinated evaluation of large cohorts of projects, improving study efficiency, and reducing processing timelines.

4. Since the implementation of PJM's interconnection process reforms in 2023, my team has completed cluster studies for more than 750 projects representing over 80 gigawatts of proposed generation projects that were studied as part of Transition Cycle No. 1 ("TC1") or are being studied now in Transition Cycle No. 2. These efforts have been central to clearing the backlog of legacy requests and preparing PJM to begin processing New Service Requests under Cycle 1 in the second quarter of 2026.

5. I am submitting this affidavit and two accompanying exhibits identified as PJM-0001 and PJM-0002 on behalf of PJM in support of PJM's Motion for Leave to Answer and Answer to the Protest of Amelia Energy Facility, LLC ("Amelia Energy Protest" and "Amelia Energy") and the accompanying affidavit and supporting exhibits of Amit Agrawal ("Agrawal Affidavit") filed by Amelia Energy in Docket Nos. ER26-1300-000 and ER26-1303-000 on March 2, 2026.[1] The Amelia Energy Protest was filed in response to PJM filing, at Amelia Energy's request, the unexecuted Generation Interconnection Agreement ("GIA") for the Amelia Energy Facility ("Amelia Energy GIA") and associated Network Upgrade Cost Responsibility Agreements ("NUCRAs").

[1] *PJM Interconnection, L.L.C.*, Protest of Amelia Energy Facility, LLC, Docket Nos. ER26-1300-000 and ER26-1303-000 (Mar. 2, 2026).

## II. PURPOSE OF AFFIDAVIT

6. The purpose of my affidavit is to respond to certain arguments raised in the Amelia Energy Protest that are based on the Agrawal Affidavit. The Amelia Energy Protest and Agrawal Affidavit do not consider what I have dubbed for ease of reference the "least cost analysis" that PJM conducts as part of the cluster-based Cycle process consistent with the provisions in the PJM Open Access Transmission Tariff ("Tariff") governing cost allocation for Network Upgrades in TC1 and beyond. Moreover, unlike Mr. Agrawal's study, the System Impact Studies that PJM performed to evaluate the Amelia Energy Facility and allocate costs were conducted in accordance with the Commission-approved cluster-based Cycle process set forth in the Tariff.

## III. OVERVIEW OF AFFIDAVIT

7. Mr. Agrawal claims that there are five Network Upgrades ("Disputed Network Upgrades")[2] and 18 Contingent Facilities ("Disputed Contingent Facilities")[3] in the Amelia Energy GIA that are not required for the Amelia Energy Facility to come in service.[4] Mr. Agrawal erroneously claims that PJM has applied a "new concept" called "regional topology upgrades" in TC1 that is not based on the Tariff and, in doing so, PJM has incorrectly allocated costs for certain regional topology upgrades to the Amelia Energy Facility. Mr. Agrawal further claims that his study results demonstrate that the Amelia Energy Facility does not contribute to reliability criteria violations necessitating the

[2] Amelia Energy disputes cost responsibility for Network Upgrades n8492, n8492.1, n8492.2, n9259, and n9267 ("Disputed Network Upgrades"). *See also* GIA, Specifications, section 3.0(b)(ii).

[3] Amelia Energy disputes that the following baseline and supplemental upgrades identified as Contingent Facilities in the Amelia Energy GIA must be completed prior to commercial operation of the Amelia Energy Facility: b3800.312, b3800.313, b3800.354, b3800.356, b3800.357, b4000.325, b4000.326, b4000.327, b4000.344, b4000.345, b4000.346, b4000.348, b4000.349, b4000.350, b4000.351, b4000.352, b4000.357, and s3047.2. *See also* Amelia Energy GIA, Specifications, section 3.0(d).

[4] Amelia Energy Protest at 2.

regional topology upgrades that his client disputes, nor rely on those upgrades to resolve the reliability criteria violations that PJM identified.

8. In my affidavit, I explain that PJM's use of regional topology upgrades is not a new concept and is based on PJM's ability to perform regional assessments of transmission system upgrades as part of its three-phased System Impact Studies process required by the Tariff. I also explain the cost allocation provisions that PJM must apply under the cluster-based Cycle process, including the requirement that PJM must determine the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each *Cycle*, by studying the impact of the projects in the Cycle *in their entirety, and not incrementally*.[5] I further explain how Mr. Agrawal's study methodology and results are inconsistent with the Tariff because they focus on achieving the most favorable outcome for his client's Amelia Energy Facility, whereas PJM must identify the minimum amount of Network Upgrades required to resolve reliability criteria violations for the entirety of TC1 and the New Services Requests contributing to the need for required Network Upgrades within TC1 for cost allocation purposes. Finally, I demonstrate how PJM's systematic studying and testing of regional topological upgrades using interconnection analysis processing technology tools resulted in a collective cost savings of approximately $731 million and shortened construction lead times for TC1 in its entirety, including the Amelia Energy Facility. Accordingly, in this affidavit, I will:

[5] Tariff, Part VII, Subpart D, section 307(A)(5)(c). *See* PJM Interconnection, L.L.C., *Manual 14H: New Service Requests Cycle Process*, § 4.2.6 (rev. 03, Sep. 25, 2025), https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.pdf ("Manual 14H").

- Give an overview of the proposed Amelia Energy Facility and related Service Agreements;[6]
- Provide an overview of TC1, and key Tariff provisions governing System Impact Studies, cost allocation under the cluster-based Cycle process, and Contingent Facilities that provide important context for the issues raised in this proceeding;[7]
- Discuss the Disputed Network Upgrades upon which the Amelia Energy Facility is contingent and for which it receives cost allocation;[8]
- Discuss the Disputed Contingent Facilities identified consistent with the Tariff; [9]
- Explain that the Amelia Energy Facility will not face delays as a result of relying upon regional topology upgrades reflected in the GIA;[10] and
- Explain how Amelia Energy's requested relief has the potential to negatively impact TC1 and even future Cycles.[11]

## IV. AFFIDAVIT

### *A. Overview of the Amelia Energy Facility and Related Service Agreements*

9. Amelia Energy's proposed Generating Facility is the Amelia Energy Facility, an 86 megawatt ("MW") solar generating facility with 46.5 MW of Capacity

[6] *See supra* Section IV.A; *see also* Exhibit Nos. PJM-0001 and Exhibit No. PJM-0002 (showing tables identifying the TC1 Project Developers whose projects will be directly impacted based on the outcome of this proceeding).

[7] *See supra* Sections IV.B–F.

[8] *See supra* Section IV.G.

[9] *See supra* Section IV.H.

[10] *See supra* Section IV.I.

[11] *See supra* Section IV.J.

Interconnection Rights located in Maplewood, Amelia County, Virginia, that PJM studied as part of TC1. The Amelia Energy GIA reflects a total of eight Common Use Upgrades, which refer to Network Upgrades needed for the interconnection of Generating Facilities of more than one Project Developer and which are the shared responsibility of each Project Developer. Project Developers who share a Common Use Upgrade must enter into a NUCRA which allocates cost responsibility among the parties to the NUCRA. Amelia Energy disputes five Common Use Upgrades in the Amelia Energy GIA and, therefore, elected not to sign the five corresponding NUCRAs for the Network Upgrades that it disputes ("Disputed NUCRAs").[12] I prepared Exhibit No. PJM-0001 and Exhibit No. PJM-0002 to identify the TC1 Project Developers who may be directly impacted based on the outcome of this proceeding before the Federal Energy Regulatory Commission ("Commission").

### *B. Overview of PJM's Transition Cycle No. 1*

10. The Tariff requires that PJM study New Service Requests in TC1 under Part VII. On July 10, 2023, PJM commenced TC1, marking the first time PJM would be applying its new cluster-based Cycle process to perform studies and allocate costs accordingly.[13] In accordance with the procedures and other terms set out in Tariff, Part VII, PJM studies New Service Requests in a series of three System Impact Study phases, each of which is followed by a decision point. During a decision point, the Project Developers in the cohort for the Cycle must make certain demonstrations and financial commitments

[12] *See* Exhibit No. PJM-0001. Amelia Energy did sign the remaining three NUCRAs for the Common Use Upgrades in the Amelia Energy GIA that it does not dispute; however, PJM did not execute those NUCRAs given that Amelia Energy did not execute GIA. *See* Exhibit No. PJM-0002.

[13] Prior to TC1, PJM used a serial "first-come, first served" queue approach and first to cause cost allocation methodology.

required by the Tariff in order to advance to the next decision point or "exit" from the interconnection study process. Project Developers who cannot satisfy the Tariff requirements, or simply elect not to proceed, are withdrawn. As a result, after a decision point, the subsequent System Impact Study phase includes a "retool" to remove withdrawn New Service Requests and update, as necessary, the Network Upgrades needed not only to facilitate each individual New Service Request's interconnection to the Transmission System but also resolve all reliability criteria violations in the Cycle, as well as determine cost allocation for all such Network Upgrades.

11. As discussed in more detail below in paragraph 16, under the cluster-based Cycle process, PJM must determine the minimum amount of required Network Upgrades[14] to resolve each reliability criteria violation in a Cycle by studying the impact of the New Service Requests in that Cycle in their entirety, *and not incrementally*. For ease of reference, I will refer to this cost allocation requirement in the Tariff as the "least cost analysis." PJM must also identify the New Service Requests in a Cycle that contributed to the need for the required Network Upgrades within the Cycle. All New Service Requests in a Cycle that contribute to the need for a Network Upgrade receive cost allocation for that Network Upgrade pursuant to each New Service Request's contribution to the reliability criteria violation identified on the Transmission System.[15] Finally, the Tariff prohibits inter-Cycle cost allocation for Network Upgrades identified in the System Impact

[14] The Tariff includes similar treatment for Interconnection Facilities. However, since Amelia Energy challenges only Network Upgrades, my affidavit does not address Interconnection Facilities.

[15] Tariff, Part VII, Subpart D, section 307(A)(5)(c). *See also* Tariff, Part VII, Subpart D, section 307(A)(5)(a).

Study costs in a Cycle, and requires that all costs identified in the System Impact Studies be allocated to the impacted New Service Requests in that Cycle.[16]

### *C. Overview of System Impact Studies and Relevant Tariff Provisions*

12. During the course of a Cycle, PJM performs a Phase I, Phase II, Phase III, and Final System Impact Study. A System Impact Study is a *regional* analysis of the effect of adding the new facilities and services proposed by New Service Requests to the Transmission System and an evaluation of their impact on deliverability to PJM Network Load. [17] System Impact Studies identify system constraints (specifically identified by transmission element or flowgate) related to New Service Requests and any resulting Interconnection Facilities, Network Upgrades, and/or Contingent Facilities required to accommodate such New Service Requests.[18] System Impact Studies provide the scopes of work, as well as estimates of cost responsibility and construction times for any new or upgraded facilities that are required for a New Service Request to reliably interconnect to the Transmission System.[19]

13. According to the Tariff, PJM may determine the scope of PJM System Impact Studies. Of particular importance here, Tariff, Part VII, Subpart D, section 307 states that the scope of PJM's System Impact Studies may include "*an assessment of regional transmission upgrades that most effectively meet identified needs*" as well as "an analysis to determine cost allocation responsibility for required facilities and upgrades."[20] The Tariff also states that "Transmission Provider, in its sole discretion, can aggregate

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[16] *Id.*

[17] Tariff, Part VII, Subpart D, section 307(A)(2)(a).

[18] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(i).

[19] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(ii).

[20] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(iv) (emphasis added).

multiple New Service Requests at the same Point of Interconnection for purposes of Phase I, Phase II and Phase III System Impact Studies."[21] Furthermore, the Tariff provides that any assessments of project-related short circuit and system stability issues only occur during Phase II and Phase III.[22]

14. PJM has historically performed a regional analysis to evaluate the impact of adding new services and facilities, including Network Upgrades, required for a New Service Request to interconnect to the Transmission System, even prior to PJM's transition to the cluster-based Cycle process. In doing so, PJM previously considered the impact of regional topology upgrades. Under the cluster-based Cycle process, given the speed at which the interconnection process must run, the high volume of New Service Requests studied simultaneously during TC1, the number and severity of reliability criteria violations identified, and the increased complexity associated with the large, topology changing Network Upgrades, PJM applied an interconnection analysis approach that systematically and efficiently evaluates regionally required Network Upgrades.

15. This systematic approach is based on PJM's implementation of new technology called QDEST, an analysis processing tool that significantly improves the speed and consistency of the System Impact Study workflow. The tool ingests output from PowerGem TARA, PJM's power flow analysis program, and uploads it into a centralized post-processing platform that presents results in a clear, intuitive format.[23] Within this environment, overloaded facilities are identified, Network Upgrades are assigned, and cost

[21] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(iii).

[22] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(iv)(d) ("The scope of the studies may include . . . (d) an assessment of project-related short circuit duty issues (only occurs in Phase II and Phase III).").

[23] QDEST was implemented in late 2022.

allocation is generated. The QDEST platform also produces complete System Impact Study reports and supports automated publication of results to the PJM website. This integrated automated approach enables PJM to process a substantially larger volume of New Service Requests in parallel while maintaining accuracy, transparency, and consistency across System Impact Studies.

### *D. Overview of the "least cost analysis" as Part of the Cluster-Based Cycle Process and Relevant Tariff Provisions*

16. A key difference between PJM's former serial and new cluster-based Cycle process is the cost allocation methodology for Network Upgrades. Under the serial process, projects were studied incrementally and were given cost allocation for the minimum amount of network upgrades to accommodate their individual New Service Request.[24] However, under the cluster-based Cycle process, all New Service Requests within a Cycle are responsible for the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each Cycle by studying the impact of the New Service Requests in the Cycle in their entirety, and not incrementally.[25] That minimum amount of Network Upgrades, which PJM may identify by analyzing transmission system impacts on a regional basis, may include a regional topology upgrade (which is a

[24] Tariff, Part VI, Subpart B, section 217.3(a).

[25] Tariff, Part VII, Subpart D, section 307(A)(5)(c) ("[PJM] shall determine the minimum amount of Network Upgrades required to resolve each reliability criteria violation in each Cycle, by studying the impact of the projects . . . in their entirety, and not incrementally."). *See also* Tariff, Part VII, Subpart D, section 307(A)(5)(a) ("Each Project Developer…shall be obligated to pay for 100 percent of the costs of the minimum amount of Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects.").

commonly used engineering concept in transmission planning),[26] rather than reinforcement of an existing transmission facility. Regional topology upgrades introduce new electrical connections within a transmission system, thereby changing the transmission network topology in a region. These regional topology upgrades alter power flow patterns by creating alternative routes for electricity to move through the transmission system, which allows flows to be redirected away from overloaded existing facilities. As a result, regional topology upgrades can mitigate or eliminate transmission overloads without relying solely on rebuilding or uprating existing circuits. Because many topology changing upgrades are already part of PJM's Regional Transmission Expansion Plan ("RTEP"), it is most effective for a Cycle to rely upon them as part of the overall regional topology upgrade cohort in a Cycle to address interconnection overloads instead of developing new Network Upgrades.

17. When testing such a regional topology upgrade, PJM may determine that one or more other overloads also would be addressed by the regional topology upgrade and therefore those overloads and the Network Upgrade needed to address them may be removed from the study. Regional topology upgrades are tested by loading all regional topology upgrades into a topology base case, including both baseline and supplemental upgrades in the RTEP, and any Network Upgrades set forth in previously executed service agreements, plus any new Network Upgrades that PJM Transmission Owners have proposed to address overloads for the Cycle. This topology base case is then run against the base case without including such regional topology upgrades. A flowgate-by-

[26] *See generally* PJM Interconnection, L.L.C., *Manual 14B: PJM Region Transmission Planning Process*, (rev. 58, Dec. 17, 2025), https://www.pjm.com/-/media/DotCom/documents/manuals/m14b.pdf ("Manual 14B"). Manual 14B makes many references to the concept of "transmission topology." A topology upgrade refers to how the network is modified with an upgrade.

flowgate[27] analysis is then performed to determine which overloads are eliminated by the addition of the regional topology upgrades to the base case. Using this approach, PJM is able to eliminate Network Upgrades due to the entire cohort of regional topology upgrades that will be in place to address the original overload on each transmission facility where a Network Upgrade was eliminated. This systematic regional assessment provides substantial cost and time savings to the Cycle as a whole by identifying the minimum amount of Network Upgrades required. As detailed later in my affidavit, this same approach resulted in the elimination of 20 required Network Upgrades that would have otherwise impacted TC1.

18. All New Service Requests that require Network Upgrades that are directly or indirectly addressed by regional topology upgrades bare a cost responsibility with respect to those regional topology upgrades because each New Service Request either directly or indirectly benefits from such regional topology upgrades.[28] On a Cycle basis, using regional topology upgrades may significantly reduce cost and construction times for the projects by eliminating otherwise necessary Network Upgrades and removing those Network Upgrades as potential Contingent Facilities. As a result, the Cycle would only require the construction of the regional topology upgrades and not Network Upgrades that would be eliminated as result of modeling the regional topology upgrades. However, based

[27] A flowgate in load flow analysis shows the percent loading on a monitored transmission facility after a specific contingency is simulated in the analysis to determine if a transmission facility is overloaded.

[28] "Directly" means some part of the transmission facility or an event in the contingency definition was altered as a result of modeling the regional topology upgrade. "Indirectly" means no part of a transmission facility or event in the contingency definition was modified by a regional topology upgrade, but the topology change reduced the flow on a transmission facility or driving contingency for all flowgates impacting the facility, therefore alleviating the need for the facility-style reinforcement that addresses the transmission facility. *See* PJM Interconnection, L.L.C., *Transition Cycle 1, Phase III System Impact Study Results, FAQs for Developers* (Oct. 13, 2025), https://www.pjm.com/planning/m/-/media/3DCF857C698040418F75D2F067FFFDBE.ashx.

on the interrelated nature of the analysis and study results and the collective impact of those regional topology upgrades on the Transmission System topology for the region under study, New Service Requests that have Network Upgrades eliminated due to a regional topology upgrade or that directly contribute to the need for a regional topology upgrade will be contingent on the entire cohort of regional topology upgrades. This level of regional granularity was necessary to balance maintaining the Cycle timeline while ensuring a least cost solution for the Cycle.

### *E. Overview of Network Upgrade Cost Allocation*

19. PJM groups topology into three regions, PJM Dominion, PJM Mid-Atlantic Area Council and PJM West, and computes a discount factor for each region using QDEST.[29] Regional topology upgrades and eliminated Network Upgrades are discounted to account for only constructing the regional topology upgrades. The regional discount factor is the sum of the regional topology upgrades for a given region, divided by the sum of the regional topology upgrades, plus the sum of the eliminated Network Upgrades for a given region.[30]

20. A New Service Request's unconverted share of the costs into the regional topology upgrades is determined by summing the costs owed into any regional topology upgrades due to a direct contribution and/or the costs owed into any eliminated Network

[29] As part of the System Impact Study reports generated by QDEST, this information is detailed in each project's System Impact Study reports.

[30] PJM Interconnection. L.L.C., *Transition Cycle 1 System Impact Study Executive Summary Report*, (Dec. 8, 2025), https://www.pjm.com/pjmfiles/pub/planning/project-queues/Cluster-Reports/TC1/TC1_FINAL_Executive_Summary.htm#exec-sum-analysis-header (The Regional Discount Factors for Topology Changing Upgrades are found in the "System Reinforcements" section of the TC1 Final System Impact Study Executive Summary Report. The report explains "[a]s part of Transition Cycle 1 Final System Impact Study, PJM evaluated the impact of topology changing reinforcements to mitigate the impacts driven by New Service Requests. PJM determined which reinforcements were eliminated as a result of modeling the topology changing reinforcements. PJM then grouped the topology changing and eliminated reinforcements by region and computed a discount factor to apply to reinforcements to reduce the cost of all these reinforcements down to the cost of [constructing] only the topology changing reinforcements.").

Upgrades (after the application of the regional discount factor). A New Service Request's converted cost allocation[31] percentage for the regional topology upgrades is determined by dividing the unconverted share of the costs into the regional topology upgrades by the total sum of the topology upgrades in a given region. A New Service Request's cost responsibility into each individual regional topology upgrade is its cost allocation percentage into the regional topology upgrade multiplied by the cost of the individual regional topology upgrade. Effectively, the costs owed due to a New Service Request's analysis-driven cost allocation as a direct contributor into any regional topology upgrade and/or any eliminated Network Upgrade is converted or redistributed to only the regional topology upgrades, such that the New Service Request's unconverted share of the costs equals the New Service Request's converted share of the costs into the regional topology upgrade.

[31] "Converted" and "Unconverted" refer to the costs. Unconverted costs are the New Service Request's "analysis-driven" cost allocation before it is discounted to account for only building the regional topology upgrades and not the eliminated Network Upgrades. Converted costs are what the Project Developer is ultimately responsible for in its service agreement(s) after the regional topology upgrades are applied.

21. After systematically studying and testing regional topology upgrades in TC1, PJM was able to eliminate 20 Network Upgrades for a total cost savings of $731 million collectively for TC1 Project Developers.

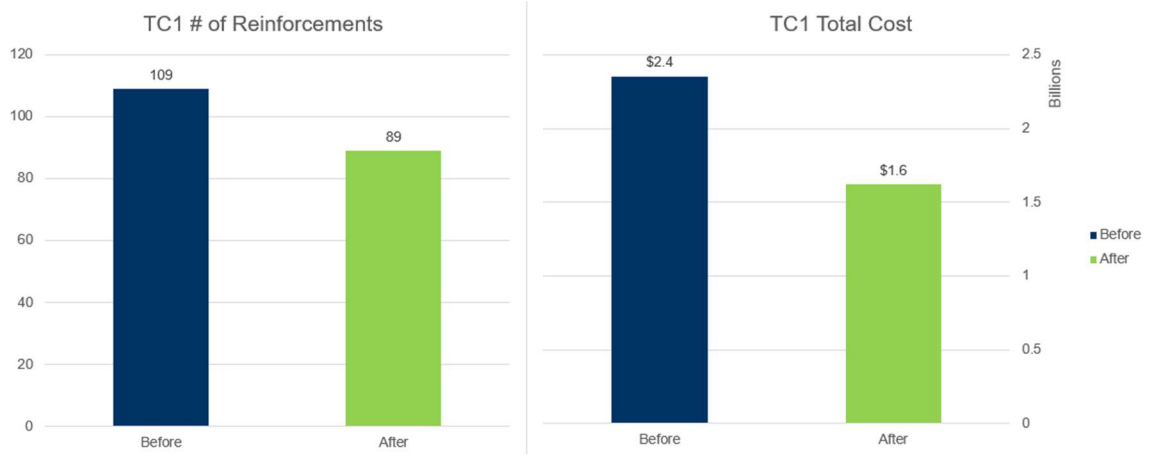


*Figure 1*

The total cost of Network Upgrades for the entire cohort of TC1 New Service Requests was $1.6 billion, with the longest lead regional topology upgrade estimated to be completed by 2030. If PJM had not performed regional assessments to identify regional topology upgrades and thus had not eliminated 20 Network Upgrades, the total cost of TC1 Network Upgrades would have been approximately *$2.4 billion*, with the longest lead Network Upgrade being approximately 61 months to complete (estimated by 2031). PJM applied the least cost analysis under the Tariff to identify the minimum amount of required Network Upgrades to resolve each reliability criteria violation in TC1 and realized not only a substantial costs savings for TC1 in its entirety but also significant time savings with respect to Network Upgrade completion times.

### *F. Overview of Contingent Facilities*

22. Contingent Facilities are unbuilt Interconnection Facilities and/or Network Upgrades upon which a New Service Request's cost, timing, and study findings are dependent on and if delayed or not built could cause a need for interconnection restudies

of the New Service Request or a reassessment of the Network Upgrade.[32] In accordance with the Tariff, these Contingent Facilities are identified as part of PJM's phased System Impact Studies using an "assessment of regional transmission upgrades that most effectively meet identified needs"[33] for the Cycle. Contingent Facilities are included in the phased System Impact Study reports along with an explanation of why each Contingent Facility was identified and how it relates to the New Service Request.[34] New Service Requests do not have cost allocation for Contingent Facilities. The Tariff and Manual 14H require that "[t]he method for identifying Contingent Facilities shall be sufficiently transparent to determine why a specific Contingent Facility was identified and how it relates to the New Service Request."[35] Additionally, the Tariff requires that PJM "include the list of the Contingent Facilities in the System Impact Study(ies) and Generator Interconnection Agreement, including why a specific Contingent Facility was identified and how it relates to the New Service Request."[36]

23. A Contingent Facility may be a regional topology upgrade. An overloaded facility that is mitigated by a regional topology upgrade may benefit from mitigation provided by other regional topology upgrades that change the post contingency flows on the system. This is the reason a New Service Request receives cost allocation and is deemed contingent on all of the regional topology upgrades in the same region if the New Service Request requires one or more regional topology upgrades. Regional topology upgrades required within the Dominion region, where the Amelia Energy Facility is

[32] Tariff, Part VII, Subpart D, section 307(A)(3).

[33] Tariff, Part VII, Subpart D, section 307(A)(2)(a)(iv)(f).

[34] Tariff, Part VII, Subpart D, section 307(A)(3).

[35] Tariff, Part VII, Subpart D, section 307(A)(3).

[36] Tariff, Part VII, Subpart D, section 307(A)(3); Manual 14H § 4.2.3.

proposed, are closely interrelated. Many of these regional topology upgrades are interdependent on each other with a significant number of permutations, including the order in which these regional topology upgrades must be constructed. Therefore, if a New Service Request loaded into a reliability criteria violation directly addressed by a regional topology upgrade or into a violation that was indirectly eliminated through the use of a regional topology upgrade that was needed for the Cycle, the New Service Request will be contingent upon all of the regional topology upgrades required for the Cycle in that region.[37]

24. For the Cycle, the collective set of regional topology upgrades addresses all of the eliminated Network Upgrades identified in the analysis for the entire TC1 cohort of New Service Requests. Therefore, in order for the Cycle in its entirety to realize the cost and time savings from the eliminated Network Upgrades, the Cycle will rely on the full set of regional topology upgrades for a region. If any New Service Request in the Cycle benefits from an eliminated Network Upgrade or relies upon at least one of the regional topology upgrades, then that New Service Request will be contingent on all of the regional topology upgrades. Despite Mr. Agrawal suggesting otherwise, PJM cannot optimize a set of Network Upgrades for each individual New Service Request in the Cycle without losing optimization for the entire TC1 cohort. Moreover, doing so would be inconsistent with PJM's requirement to study the impact of New Service Requests in a Cycle in their entirety. Additionally, when PJM makes a New Service Request contingent on all regional topology upgrades in the region if a New Service Request benefits from or relies upon at least one regional topology upgrade, PJM memorializes needed regional topology upgrades in a

[37] For TC1, there were 28 regional topology upgrades, most of which are baseline upgrades from PJM's RTEP, totaling $259,058,089 for the Dominion region. *See supra* note 30.

Project Developer's GIA which this allows the parties to monitor for potential impacts due to future RTEP changes.

### *G. Impact of Regional Topology Upgrades on Amelia Energy Facility*

25. Amelia Energy Facility directly contributes to the need for Network Upgrade n9630.0, which requires the construction of a new greenfield 230kV line between the Finneywood and AG1-285 substations and the expansion of the AG1-285 yard to a 230-115 kV substation.[38] Amelia Energy Facility was allocated cost for this Network Upgrade, which was classified as a regional topology upgrade in the Dominion region due to its impact on the base flows in the study case.[39] Both the Phase III and Final System Impact Study reports indicate that Network Upgrade n9630.0 addresses both stability and load flow violations in the description of the Network Upgrade. The designation of a needed system upgrade as "load flow," "short circuit," or "stability" is only for purposes of helping Project Developers understand the subset of reinforcements that have stability or short circuit impacts which are less common than load flow violations in PJM studies. This does not mean that reinforcements are needed to resolve only one type of reliability criteria violation; one reinforcement can address multiple reliability criteria violations.

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[38] *PJM Interconnection, L.L.C.*, AF1-294 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AF1-294/AF1-294_imp_PHASE_3.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AF2-115 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_2/AF1-294/AF1-294_imp_PHASE_2.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AG1-021 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AG1-021/AG1-021_imp_PHASE_3.htm (Sep. 18, 2025); *PJM Interconnection, L.L.C.*, AF1-294 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF1-294/AF1-294_imp_FINAL.htm (Dec. 8, 2025) *PJM Interconnection, L.L.C.*, AF2-115 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AF2-115/AF2-115_imp_FINAL.htm (Dec. 8, 2025)*PJM Interconnection, L.L.C.*, AG1-021 Final System Impact Study (Retool 1) Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-021/AG1-021_imp_FINAL.htm (Dec. 8, 2025).

[39] Network Upgrade n9630.0 includes adding the 230 kV line and converting the AG1-285 115 kV yard to a 230-115 kV Substation which redirects network flows and eliminates the contingency that drove the original violation for the Amelia Energy Facility.

26. In Amelia Energy's case, Network Upgrade n9630.0 is required to address load flow violations for Amelia Energy Facility. Amelia Energy Facility itself does not have any stability violations. The categorization of "stability" for Network Upgrade n9630.0 applies to other TC1 projects whose analyses identify stability violations that the Network Upgrade was originally identified to resolve, however, it also resolved load flow violations for some TC1 projects at the same time. Amelia Energy does not dispute the need for this Network Upgrade, nor does it dispute the cost allocation for this Network Upgrade classified as a regional topology upgrade.

27. As discussed above, if a New Service Request requires one or more regional topology upgrades, the New Service Request will receive a cost allocation and be deemed contingent on all regional topology upgrades. This means that Amelia Energy Facility's undisputed need for Network Upgrade n9630.0 is a driver in the Amelia Energy Facility receiving cost allocation and becoming contingent upon the Disputed Network Upgrades and the Disputed Contingent Facilities.

28. Because the Amelia Energy Facility contributes to the need for Network Upgrade n9630.0, PJM's Phase III and Final System Impact Study reports list all five of the Disputed Network Upgrades as regional topology upgrades and reflect cost allocation to Amelia Energy Facility for these Disputed Network Upgrades, which are memorialized in the Amelia Energy GIA and associated NUCRA.[40]

29. While Mr. Agrawal claims that his study results show Amelia Energy Facility is fully deliverable without the Disputed Network Upgrades, Mr. Agrawal performed a substantially different study than the one PJM undertakes in accordance with

[40] Amelia Energy Facility's portion of the costs for the Disputed Network Upgrades reflects the discount factor and cost allocation method described in paragraphs 19–21.

its Tariff. A key difference is that Mr. Agrawal's study focuses on achieving the most favorable outcome for his client's individual project. He did not take into account the Tariff requirements that I have discussed, such as the cost allocation methodology or the scope of the System Impact Study reports, which are intended to position PJM to identify the least amount of Network Upgrades required to resolve criteria reliability violations in the most effective way for TC1 in its entirety. Furthermore, Mr. Agrawal's study incorrectly applies the regional topology discount factor for Network Upgrade n9630.0 while also denying responsibility for the rest of the regional topology upgrades. In other words, Mr. Agrawal's analysis appears to be seeking the advantages of PJM's approach and his own approach for the benefit of Amelia Energy Facility without regard for the rest of the TC1 cohort. By contrast, and as required by the Tariff, PJM focused on optimizing the costs and minimizing the number of required Network Upgrades for the entirety of the TC1 cohort. Optimizing the analysis on a per project basis, as Mr. Agrawal appears to suggest, is not in alignment with PJM's new cluster-based Cycle process under the Tariff. Additionally, Mr. Agrawal's approach would not be feasible given the nature and volume of PJM's New Service Requests and the timing considerations of the Cycle process, as study time periods would likely be significantly prolonged and costs allocated to certain Project Developers for Network Upgrades could be substantially higher. Finally, Mr. Agrawal's cost allocation methodology does not even ensure that all of the required Network Upgrades for TC1 are securitized.

30. Amelia Energy claims that because the Disputed Network Upgrades address stability violations, they are not required for Amelia Energy Facility. While PJM acknowledges that the Disputed Network Upgrades are labeled as stability upgrades in the Phase III and Final System Impact Study reports, this label is intended to reflect the type

of reliability violations addressed by the Disputed Network Upgrades in TC1. As I have explained, while Amelia Energy Facility does not directly contribute to the need for the Disputed Network Upgrades, it is contingent upon them and cost allocated accordingly due to Network Upgrade n9630.0 being classified as a regional topology upgrade due to the collective impact of those regional network upgrades in the Dominion region. This point was explained in the Phase III and Final System Impact Study reports, which state "AF1-294 did not load into this reinforcement directly however this project contributed to a topology or eliminated upgrade and therefore this project is responsible for relevant regional topology upgrades."[41]

### *H. The Disputed Contingent Facilities Were Identified Consistent with the Tariff and PJM's New Cluster-Based Cycle Process*

31. During the System Impact Study processes, PJM identified 18 Contingent Facilities for the Amelia Energy Facility, the Disputed Contingent Facilities, which must be completed prior to Amelia Energy Facility coming fully into service. All of the Disputed Contingent Facilities are included in PJM's RTEP. As discussed in paragraph 17, since the Disputed Contingent Facilities are already needed as part of the RTEP, it is most effective in terms of both timing and cost for the entire TC1 cohort to use these Network Upgrades as part of the overall regional topology upgrade cohort to address interconnection overloads instead of developing new Network Upgrades.[42]

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[41] *See, e.g.*, *PJM Interconnection, L.L.C.*, AF1-294 Phase III Study Report, https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AF1-294/AF1-294_imp_PHASE_3.htm (Sep. 18, 2025) (The description of each of the Disputed Network Upgrades contains this description.). *See supra* note 38.

[42] *See* Tariff, Part VII, Subpart D, sections 307(A)(2)(a)(iv) and 307(A)(5)(c).

32. For the same reasons applicable to the Disputed Network Upgrades, the Amelia Energy Facility's undisputed need for Network Upgrade n9630.0 is also a driver in the project becoming contingent upon the Disputed Contingent Facilities.

### *I. Despite Its Claims to the Contrary, the Amelia Energy Facility Will Not Face Delays as a Result of the Regional Topology Upgrades*

33. Amelia Energy's claim that Amelia Energy Facility will face delays as a result of the regional topology upgrades is not accurate.[43] The use of regional topology upgrades eliminated the need for other costly and longer lead time upgrades for Amelia Energy Facility. Moreover, Amelia Energy signed the NUCRA for Network Upgrade n9630.0, which has the longest lead time of the Network Upgrades required for Amelia Energy Facility.[44] Network Upgrade n9630.0 has an estimated completion date of approximately 2030. This is roughly the same timeline as the Disputed Network Upgrades and Disputed Contingent Facilities.

34. Additionally, if Amelia Energy is concerned about timing, it is not without options. Amelia Energy may request that Amelia Energy Facility be evaluated by PJM using interim deliverability studies and, based on the study results, may be granted Provisional Interconnection Service.[45] Projects that request to come into service prior to the construction of a needed Contingent Facility are only evaluated against the reliability criteria violations that the needed Network Upgrades mediate.[46] In other words, if Amelia

[43] Amelia Energy Protest at 18-19.

[44] *See PJM Interconnection, L.L.C.*, PJM Facilities Study Report for Network Upgrade N9630 Transition Cycle #1, https://www.pjm.com/pjmfiles/pub/planning/project-queues/Facility_Studies/TC1/PHASE_3/n9630_0_TC1_PH3_fac.pdf (July 2025). Network Upgrade n9630.0 has an estimated construction time of 55 months from the time of GIA execution based on the Network Upgrade n9630.0 Facilities Study report, which is the most current and accurate information.

[45] Manual 14H § 4.10.1.3.

[46] *Id.*

Energy were to request an interim deliverability study, PJM would not consider the regional topology upgrades to which Amelia Energy Facility is not a direct contributor when considering whether to grant Provisional Interconnection Service to the Amelia Energy Facility.

### *J. Amelia Energy's Requested Relief Will Have Negative Impacts on the Entire TC1 Cohort and Will Impact the Timing of TC1 and Future Cycles*

35. Amelia Energy has requested the Commission to either reject the Amelia Energy GIA and associated Disputed NUCRAs, or reject the Disputed NUCRAs and modify the terms of the unexecuted Amelia Energy GIA by removing the Disputed Network Upgrades, removing the Disputed Contingent Facilities, and revising the date for the Transmission Owner to complete any remaining construction scope in GIA, Schedule L, section 8.0 from December 1, 2030 to December 31, 2029. As I have already pointed out, undisputed Network Upgrade n9630.0 has a construction schedule with an estimated completion date of 2030 that is similar to the schedules for the regional topology upgrades that Amelia Energy disputes. Therefore, I will focus on the potential impacts of Amelia Energy's other requests for relief on TC1.

36. In December 2025, PJM issued for execution final service agreements to the Project Developers in TC1 and, as provided in the Tariff, those Project Developers had the option of not signing their service agreements and withdrawing from TC1. Because several TC1 Project Developers withdrew, PJM must perform a retool analysis ("Retool 2") to remove those Project Developers from the study models and determine what, if any, changes are necessary as to the Network Upgrades that are required for TC1 and the associated cost allocations, as well as the calculation of Underfunded Network Upgrades and processing of any refunds that may be required under the Tariff.

37. At this stage of TC1, each of the Project Developers who shares cost responsibility with Amelia Energy with respect to the five "Disputed Network Upgrades" has a fully executed GIA, has posted the necessary Security under its GIA, and has signed the Disputed NUCRAs. I would like to point out that the Commission could not simply reject the Disputed NUCRAs, as requested by Amelia Energy, without negatively impacting the other TC1 Project Developers who have signed those "Disputed NUCRAs" and whose projects require the "Disputed Network Upgrades" that are the subject of those agreements.

38. Moreover, I would like to note that any changes to the GIA, such as the removal of the Disputed Contingent Facilities or removal of cost allocation for the Disputed Network Upgrades, would need to be studied to determine, for example, whether and how the other TC1 projects are impacted and the potential system impacts of removing the Disputed Contingent Facilities from the Amelia Energy GIA. Based on the late-stage of TC1, the need to perform any such studies would add complexity, delays, and uncertainty into the Cycle process.

39. This outcome has the potential to impact PJM's ability to "close out" TC1 as well as impact PJM's ability to maintain its Cycle schedule for Transition Cycle No. 2 and subsequent Cycles, due to the gate between TC1 completion and Phase III of Transition Cycle 2.[47]

[47] *See* Tariff, Part VII, Subpart A, section 301(A)(2)(b)(ii)(d) ("Phase III of Transition Cycle No. 2 will not start until after all Transition Cycle No. 1 Final Agreement Negotiation Phase activities have been completed."); Tariff, Part VII, Subpart C, section 305(A)(2)(d)(i) (Phase III of AG2-AH1 Transition Cycle #2 will only start after the Final Agreement Negotiation Phase of Transition Cycle #1 has concluded (with all New Service Requests within Transition Cycle #1 either being withdrawn or resulting in a fully executed Tariff, Part IX service agreement)."); PJM, Interconnection, L.L.C., *Planning / Cycle Timeline*, https://www.pjm.com/planning.

## V. CONCLUSION

40. PJM prepared the Amelia Energy GIA and the Disputed NUCRAs according to the Commission-approved TC1 cluster-based Cycle process set forth in the Tariff.

41. This concludes my affidavit.

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

| | | |
|---|---|---|
| **PJM Interconnection, L.L.C.** | ) | **Docket Nos. ER26-1300-000** |
| | ) | **ER26-1303-000** |
| | ) | **(NOT CONSOLIDATED)** |

## VERIFICATION

I, Lisa Krizenoskas, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that I am the Lisa Krizenoskas referred to in the foregoing "Affidavit of Lisa Krizenoskas on Behalf of PJM Interconnection, L.L.C.," that I have read the same and am familiar with the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.

Lisa Krizenoskas

Executed on: 3/18/26

Commonwealth of Pennsylvania - Notary Seal
Christina J. Stotesbury, Notary Public
Montgomery County
My commission expires March 18, 2028
Commission number 1267884
Member, Pennsylvania Association of Notaries

Christina J. Stotesbury

# Exhibit No. PJM-0001

| ER26-1303 NUCRAs Unexecuted by Amelia Energy[1] | | | | | |
|---|---|---|---|---|---|
| **NUCRA** | **Service Agreement No.** | **Related Project Identifiers** | **Project Developer** | **Transmission Owner** | **Docket No.** |
| n8492<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Virginia Electric and Power Company (d/b/a Dominion Energy Virginia), and Wild Rose Solar Project, LLC | 7827 | AF1-123 GIA 7800 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-124 GIA 7801 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-125 GIA 7802 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-120/AG1-536 GIA No. 7798 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1080 |

[1] Amelia Energy Facility, LLC refers to these five Network Upgrade Cost Responsibility Agreements as "Disputed NUCRAs." *See PJM, Interconnection. L.L.C.*, Protest of Amelia Energy Facility, LLC, Docket Nos. ER26-1300-000 and ER26-1303-000, at 1 (Mar. 2, 2026).

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|---|---|---|---|---|---|
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-124 GIA No. 7893 | Wild Rose Solar Project, LLC | Appalachian Power Company | ER26-1575 |
| | | AG1-135 GIA No. 7805 | Wild Rose Solar Project, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1096 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| n8492.1<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Virginia Electric and Power Company (d/b/a Dominion Energy Virginia), and Wild Rose Solar Project, LLC | 7828 | AF1-123 GIA 7800 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-124 GIA 7801 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-125 GIA 7802 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a | ER26-1079 |

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| | | | | Dominion Energy Virginia) | |
| | | AF2-120/AG1-536 GIA No. 7798 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1080 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-124 GIA No. 7893 | Wild Rose Solar Project, LLC | Appalachian Power Company | ER26-1575 |
| | | AG1-135 GIA No. 7805 | Wild Rose Solar Project, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1096 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| n8492.2<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Virginia Electric and Power Company (d/b/a Dominion Energy Virginia), and Wild Rose Solar Project, LLC | 7829 | AF1-123 GIA 7800 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-124 GIA 7801 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-125 GIA 7802 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |

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| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-120/AG1-536 GIA No. 7798 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1080 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-124 GIA No. 7893 | Wild Rose Solar Project, LLC | Appalachian Power Company | ER26-1575 |
| | | AG1-135 GIA No. 7805 | Wild Rose Solar Project, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1096 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| n9259.0<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Virginia Electric and Power Company (d/b/a Dominion | 7831 | AF1-123 GIA 7800 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-124 GIA 7801 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a | ER26-1009 |

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|---|---|---|---|---|---|
| Energy Virginia), and Wild Rose Solar Project, LLC | | | | Dominion Energy Virginia) | |
| | | AF1-125 GIA 7802 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-120/AG1-536 GIA No. 7798 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1080 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-124 GIA No. 7893 | Wild Rose Solar Project, LLC | Appalachian Power Company | ER26-1575 |
| | | AG1-135 GIA No. 7805 | Wild Rose Solar Project, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1096 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |

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| n9267.0<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Virginia Electric and Power Company (d/b/a Dominion Energy Virginia), and Wild Rose Solar Project, LLC | 7830 | AF1-123 GIA 7800 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-124 GIA 7801 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | AF1-125 GIA 7802 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1009 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-120/AG1-536 GIA No. 7798 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1080 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-124 GIA No. 7893 | Wild Rose Solar Project, LLC | Appalachian Power Company | ER26-1575 |
| | | AG1-135 GIA No. 7805 | Wild Rose Solar Project, LLC | Virginia Electric and Power Company (d/b/a | ER26-1096 |

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| | | | | Dominion Energy Virginia) | |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |

# Exhibit No. PJM-0002

| ER26-1303 NUCRAs Unexecuted by PJM[1] | | | | | |
|---|---|---|---|---|---|
| **NUCRA** | **Service Agreement No.** | **Related Project Identifiers** | **Project Developer** | **Transmission Owner** | **Docket No.** |
| n9217.0<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Hillandale Solar, LLC, Staunton Solar LLC, and Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | 7856 | AE2-291 GIA No. 7840 | Hillandale Solar, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1371 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-105 GIA No. 7811 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1250 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| | | AG1-342 GIA No. 7847 | Staunton Solar LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1383 |
| n9220.0<br><br>PJM Interconnection, | 7852 | AE2-291 GIA No. 7840 | Hillandale Solar, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1371 |

[1] Amelia Energy Facility, LLC refers to these three Network Upgrade Cost Responsibility Agreements as "Undisputed Cost Allocated Upgrades." *See PJM, Interconnection. L.L.C.*, Protest of Amelia Energy Facility, LLC, Docket Nos. ER26-1300-000 and ER26-1303-000, at 2 (Mar. 2, 2026).

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|---|---|---|---|---|---|
| L.L.C., Amelia Energy Facility, LLC, Hillandale Solar, LLC, Staunton Solar LLC, and Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |
| | | AG1-105 GIA No. 7811 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1250 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| | | AG1-342 GIA No. 7847 | Staunton Solar LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1383 |
| n9630.0<br><br>PJM Interconnection, L.L.C., Amelia Energy Facility, LLC, Hillandale Solar, LLC, Staunton Solar LLC, and Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | 7857 | AE2-291 GIA No. 7840 | Hillandale Solar, LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1371 |
| | | **AF1-294/AF2-115/AG1-021 GIA No. 7832** | **Amelia Energy Facility, LLC** | **Virginia Electric and Power Company (d/b/a Dominion Energy Virginia)** | **ER26-1300** |
| | | AF2-042 GIA No. 7796 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1079 |
| | | AF2-222 GIA No.7806 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1094 |

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|---|---|---|---|---|---|
| | | AG1-105 GIA No. 7811 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1250 |
| | | AG1-285 GIA No. 7797 | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1084 |
| | | AG1-342 GIA No. 7847 | Staunton Solar LLC | Virginia Electric and Power Company (d/b/a Dominion Energy Virginia) | ER26-1383 |