

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

<b>PJM Interconnection, L.L.C.</b>	)	<b>Docket Nos.</b>	<b>ER26-1400-000</b>
	)		<b>ER26-1400-001</b>
	)		<b>ER26-1400-002</b>

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

PJM Interconnection, L.L.C. (“PJM”) respectfully submits this Motion for Leave to Answer, Answer and Request for Expedited Action<sup>1</sup> in response to the March 25, 2026 protest filed by Leeward Renewable Energy Development, LLC (“Leeward”)<sup>2</sup> in response to PJM’s February 13, 2026 filing of the unexecuted Generation Interconnection Agreement (“GIA”) by and between PJM, Leeward, and Commonwealth Edison Company (“ComEd”) (together, the “Parties”) (the “Leeward GIA”).<sup>3</sup>

Leeward asks the Commission to reject the Leeward GIA and “encourage[ ] the [P]arties to work together to establish a mutually acceptable timeline based on a reasonable assessment of the time necessary to complete the fiber upgrade.”<sup>4</sup> In the alternative, Leeward requests that the

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

<sup>2</sup> *PJM Interconnection, L.L.C.*, Protest of Leeward Renewable Energy Development, LLC, Docket Nos. ER26-1400-000, ER26-1400-001, & ER26-1400-002 (Mar. 25, 2026) (“Protest”).

<sup>3</sup> PJM submitted the unexecuted Leeward GIA for filing with the Commission on February 13, 2026. Thereafter, PJM submitted two limited amendment filings, to correct certain errors in the Leeward GIA, none of which are subject to Leeward’s Protest. Unless noted otherwise, the three submissions together, are referred to as the “GIA Filing.” *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-000 (Feb. 13, 2026) (“February 13 Filing”), as amended in *PJM Interconnection, L.L.C.*, Limited Amendment to Pending Filing of Original GIA, SA No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-001 (Feb. 24, 2026) (“February 24 Filing”), as amended in *PJM Interconnection, L.L.C.*, Second Limited Amendment to Pending Filing of Original GIA, SA No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-002 (Feb. 25, 2026) (“February 25 Filing”).

<sup>4</sup> Protest at 12.

Commission set this matter for hearing and settlement judge procedures.<sup>5</sup> Leeward however neither demonstrates that the Leeward GIA is unjust or unreasonable, nor does it allege that PJM has failed to comply in any way with the PJM Open Access Transmission Tariff (“Tariff”). The Commission therefore should reject the Protest and accept the Leeward GIA as filed. PJM respectfully requests that the Commission act expeditiously and by April 15, 2026, to accept the Leeward GIA and thereby allow PJM to complete the processing of all Transition Cycle #1 (“TC1”) interconnection requests so it may begin the next phase of Transition Cycle #2 on schedule.<sup>6</sup>

## **I. MOTION FOR LEAVE TO FILE 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.<sup>7</sup> 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,<sup>8</sup> assures a complete record in the proceeding,<sup>9</sup> and/or provides information helpful to the disposition of an issue.<sup>10</sup> This Answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

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<sup>5</sup> *Id.*

<sup>6</sup> See February 13 Filing at 8.

<sup>7</sup> 18 C.F.R. §§ 385.213(a)(2)-(3).

<sup>8</sup> 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).

<sup>9</sup> See, e.g., *Pac. Interstate Transmission Co.*, 85 FERC ¶ 61,378, at 62,443 (1998), *order on reh’g*, 89 FERC ¶ 61,246 (1999), *aff’d sub nom. DEK Energy Co. v. FERC*, 248 F.3d 1192 (D.C. Cir. 2001); 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”).

<sup>10</sup> See, e.g., *CNG Transmission Corp.*, 89 FERC ¶ 61,100, at 61,287, n.11 (1999).

## II. BACKGROUND

Leeward’s proposed Generating Facility,<sup>11</sup> the Burr Oaks Solar Generating Facility (“Burr Oaks Facility”), is a 300 megawatt solar facility located in Dekalb County, Indiana.<sup>12</sup> It is part of PJM’s TC1 cohort of projects.<sup>13</sup>

As stated in the Final System Impact Study Report for the Burr Oaks Project, ComEd identified seven Network Upgrades, including n9452.0, required in order to safely and reliably accommodate the interconnection of the Burr Oaks Project to the PJM Transmission System (“TO Scope”).<sup>14</sup> While the Final SIS Report reflects an estimate of 60 months for the completion of the TO Scope,<sup>15</sup> ComEd ultimately confirmed that December 31, 2029, would be the earliest date that ComEd could provide back feed. Additionally, in order to satisfy the Commercial Operation (“COD”) milestone, a Project Developer must demonstrate commercial operation of all generating units sufficient to achieve the full Maximum Facility Output specified in their respective GIA. This includes achieving Initial Operation under Appendix 2, section 1.4 of the *pro forma* GIA,<sup>16</sup> and making commercial sales or use of energy, and, if applicable, obtaining capacity qualification under the Reliability Assurance Agreement. If the required Transmission Owner Interconnection Facilities, Network Upgrades, and any Contingent Facilities identified in PJM’s interconnection

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<sup>11</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Tariff.

<sup>12</sup> Leeward GIA, Specifications, sections 1.0(a)-(c).

<sup>13</sup> PJM Inside Lines, *PJM Completes Interconnection Reform Transition Cycle 1 Studies*, (Sep. 22, 2025), <https://insidelines.pjm.com/pjm-completes-interconnection-reform-transition-cycle-1-studies/> (quoting Donnie Bielak, Director – Interconnection Planning “[t]he successful completion of Transition Cycle 1, Phase III was made possible . . . by in-house software that has automated all or parts of the study process, the way study reports are written and drafting of agreements”).

<sup>14</sup> PJM Interconnection, L.L.C., *AG1-118 Final System Impact Study (Retool 1) Report*, at Transmission Owner Scope of Work, (Dec. 8, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-118/AG1-118\\_imp\\_FINAL.htm#to-scope](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-118/AG1-118_imp_FINAL.htm#to-scope) (“Final SIS Report”) (showing N9452.0 consists of installing fiber from TSS 956 Rimsnider Rd to TSS 113 Waterman).

<sup>15</sup> *Id.*

studies are not yet completed and in-service, the Transmission System may be unable to accommodate the Generating Facility's full studied output, and the Project Developer cannot be deemed to have satisfied the Commercial Operation milestone. Accordingly, for milestone scheduling purposes, PJM establishes the COD as being after the later of (i) the back feed date or (ii) the latest Transmission Owner upgrade in-service/completion date. Thus, the Leeward GIA reflects a back feed date of December 31, 2029,<sup>17</sup> and COD milestone date of March 31, 2030.<sup>18</sup>

On December 17, 2025, PJM tendered for execution the final service agreements to TC1 Project Developers, including the Leeward GIA. Pursuant to the Tariff, Leeward had 15 Business Days to execute the Leeward GIA, request alternative dispute resolution, or request that PJM file the Leeward GIA unexecuted.<sup>19</sup> Within the permitted timeframe, Leeward requested alternative dispute resolution; the alternative dispute resolution process did not resolve the dispute. Therefore, at Leeward's request, PJM filed the unexecuted Leeward GIA on February 13, 2026, requesting an effective date of April 15, 2026.<sup>20</sup>

On March 25, 2026, Leeward submitted its protest of PJM's Leeward GIA filing, mainly alleging that the back feed and COD milestone dates are unjust and unreasonable.<sup>21</sup> PJM therefore submits this Answer, to demonstrate that the Leeward GIA, including the COD milestone and back

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<sup>17</sup> Leeward GIA, Schedule L, section 8.0.

<sup>18</sup> Leeward GIA, section 6.10.

<sup>19</sup> See Tariff, Part VII, Subpart D, section 314(B)(4)(a) ("Not later than 15 Business Days after receipt of the final interconnection related agreement, Project Developer . . . shall either: (i) execute the final interconnection related service agreement . . . (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 . . . ; or (iii) request in writing that Transmission Provider file with FERC the final interconnection related service agreement in unexecuted form . . ."); see also Tariff, Part IX, section 500 ("[N]o later than 15 Business Days after Transmission Provider's tender for execution of such agreement, Project Developer . . . , shall either: (i) execute the agreement; (ii) request in writing dispute resolution as allowed under Tariff, Part I, section 12 . . . , or (iii) request in writing that the agreement be filed unexecuted with FERC.").

<sup>20</sup> The unexecuted Leeward GIA reflects the December 31, 2029, back feed date and March 31, 2030, COD milestone date. See February 13 Filing at 6-7.

<sup>21</sup> Protest at 1.

feed date, is just and reasonable and should be accepted by the Commission effective April 15, 2026, as requested in the February 13 Filing.<sup>22</sup> Further, PJM respectfully requests that the Commission act expeditiously and by April 15, 2026, to accept the Leeward GIA, in order to allow PJM to complete the processing of all TC1 interconnection requests.

### III. ANSWER TO PROTEST

Leeward asks the Commission to reject the Leeward GIA, “on the basis that it has not been shown to be just, reasonable, and not unduly discriminatory or preferential,”<sup>23</sup> However the Protest does not demonstrate that the Leeward GIA is unjust, unreasonable, or unduly discriminatory, and it cannot, because the Leeward GIA is consistent with PJM’s Commission-approved *pro forma* GIA. Notably, Leeward does not protest the necessity of the Network Upgrades enumerated in the Leeward GIA. Instead, Leeward seeks an unjust and unreasonable COD milestone and back feed date that plainly does not align with the construction schedule provided by ComEd. Accordingly, the Commission should reject the Protest and accept the Leeward GIA, as filed, effective April 15, 2026.

***A. The Leeward GIA Is Just and Reasonable and Leeward Has Not Demonstrated Otherwise; Thus, the Commission Should Accept the Leeward GIA and Make It Effective as Requested.***

Leeward alleges the Leeward GIA, and specifically the back feed and COD milestone dates, contained therein, are “unjust and unreasonable.”<sup>24</sup> However, the Protest does not point to any violation of the Tariff or the Commission-accepted *pro forma* GIA, because one does not exist. The Leeward GIA was prepared in accordance with the Tariff’s requirements applicable to TC1 interconnection requests and, thus, contains terms and conditions that are just and reasonable, and

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<sup>22</sup> See *supra* note 3.

<sup>23</sup> Protest at 1.

<sup>24</sup> Protest at 8-12.

not unduly discriminatory. But for the Schedule F provisions,<sup>25</sup> the Leeward GIA conforms to the *pro forma* GIA in the Tariff, which the Commission has found to be “just and reasonable.”<sup>26</sup> Those Schedule F provisions are not in contention and, moreover, PJM has provided sufficient legal justification for the Schedule F nonconforming provisions.<sup>27</sup> Importantly, both COD milestone and back feed provisions that Leeward protests, are conforming provisions and Leeward does not contend otherwise. Accordingly, the Protest should be rejected and the Leeward GIA should be accepted, as filed.

1. *Leeward had the opportunity to accelerate its construction timeline in Phase III, by entering an Engineering and Procurement Agreement, and did not do so.*

Leeward alleges that the back feed and COD milestone dates, contained in the Leeward GIA are “unjust and unreasonable.”<sup>28</sup> In particular, Leeward protests the estimated 48 month lead time for n9452.0, stating that it unnecessarily pushes out the back feed and commercial operation dates for the Burr Oak Project.<sup>29</sup> The Tariff contemplates scenarios such as these, where Project Developers are faced with long lead times for Network Upgrades, and affords Project Developers the opportunity to advance their projects via an Engineering and Procurement Agreement (“E&P Agreement”). As defined in the Tariff, an E&P Agreement is “an agreement that authorizes Transmission Owner[s] to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the

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<sup>25</sup> February 13 Filing at 4-7 (The non-conforming provisions are located in Schedule F. Schedule F lists MISO as an Affected System and clarifies the entity responsible for acquiring third-party land and/or land rights).

<sup>26</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-3145-000 (Sept. 18, 2025) (accepting PJM’s latest *pro forma* GIA revisions).

<sup>27</sup> February 13 Filing at 4-7 & nn.10-12.

<sup>28</sup> Protest at 8-12.

<sup>29</sup> Protest at 12.

Interconnection Request.”<sup>30</sup> Importantly, an E&P Agreement can only be requested by a Project Developer and can only be requested in Phase III.<sup>31</sup>

ComEd estimated a 60-month lead time to complete its TO Scope as early as Phase I.<sup>32</sup> Therefore if Leeward wanted to advance its project, it could have done so by requesting an E&P Agreement in Phase III. Leeward, however, did not request an E&P Agreement, and chose to remain in TC1, despite the 60-month timeline reflected in the Phase I SIS Report, and each subsequent SIS Report posted thereafter.<sup>33</sup>

During the Final Agreement Negotiation Phase,<sup>34</sup> ComEd confirmed an earlier back feed date of December 31, 2029, effectively reducing the construction timeline to 48 months. Even still Leeward is dissatisfied with the accelerated timeline and requests that the Commission reject the Leeward GIA, and “encourage[ ] the [P]arties to work together to establish a mutually acceptable timeline based on a reasonable assessment of the time necessary to complete the fiber upgrade.”<sup>35</sup> Arguably, a mutually acceptable timeline could have been achieved through the execution of an E&P Agreement, which Leeward did not request. The Commission should therefore reject Leeward’s Protest, and accept the Leeward GIA as filed.

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<sup>30</sup> Tariff, Part VII, Subpart A, section 300 - E (Definition of Engineering and Procurement Agreement).

<sup>31</sup> *Id.*; see also Tariff, Part VII, Subpart A, section 301(A)(7)(b) (“An Engineering and Procurement Agreement can only be requested by a Project Developer, and can only be requested in Phase III.”).

<sup>32</sup> PJM Interconnection, L.L.C., *AG1-118 Phase I System Impact Study Report*, (May 29, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE\\_1/AG1-118/AG1-118\\_imp\\_PHASE\\_1.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_1/AG1-118/AG1-118_imp_PHASE_1.htm).

<sup>33</sup> *Id.*; see PJM Interconnection, L.L.C., *AG1-118 Phase II System Impact Study Report*, (Dec. 18, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE\\_2/AG1-118/AG1-118\\_imp\\_PHASE\\_2.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_2/AG1-118/AG1-118_imp_PHASE_2.htm); PJM Interconnection, L.L.C., *AG1-118 Phase III System Impact Study Report*, (Sept. 18, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE\\_3/AG1-118/AG1-118\\_imp\\_PHASE\\_3.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/PHASE_3/AG1-118/AG1-118_imp_PHASE_3.htm); PJM Interconnection, L.L.C., *AG1-118 Final System Impact Study Report*, (Dec. 8, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-118/AG1-118\\_imp\\_FINAL.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC1/FINAL/AG1-118/AG1-118_imp_FINAL.htm).

<sup>34</sup> Tariff, Part VII, Subpart D, section 314(A).

<sup>35</sup> Protest at 12.

2. *The Leeward GIA affords Leeward other avenues, such as interim deliverability, through which the Burr Oaks Facility may be brought into service earlier than the reflected COD.*

Despite the COD milestone being later than desired, the Leeward GIA provides several options that may allow the Burr Oaks Facility to begin injecting energy into the PJM transmission system before its prescribed COD. First, Schedule L, section 8.0 of the Leeward GIA provides,

Transmission Owner shall complete all Transmission Owner Interconnection Facilities, Stand Alone Network Upgrades, and Network Upgrades set forth in Specifications, section 3.0(b) of this GIA and provide back feed to Project Developer’s Generating Facility *by* December 31, 2029.<sup>36</sup>

Therefore, the Leeward GIA allows ComEd to complete its scope of work and provide back feed earlier than December 31, 2029, if feasible. Similarly, the COD milestone provision in section 6.10 of the Leeward GIA provides, in relevant part, that “[o]n or before March 31, 2030, Project Developer must demonstrate commercial operation of all generating units in order to achieve the full Maximum Facility Output set forth in section 1.0(c) of the Specifications to this GIA.”<sup>37</sup> Thus, the Leeward GIA affords Leeward the flexibility to declare commercial operation sooner, assuming all required Transmission Owner Interconnection Facilities and Network Upgrades are complete.

Additionally, Appendix 2, section 1.4A.1 of the Leeward GIA affords Leeward with the option of “interim deliverability” of capacity in the PJM Capacity market, if PJM’s studies determine it is available. Specifically, Appendix 2, section 1.4A.1 provides,

If any of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades are not reasonably expected to be completed prior to the Project Developer’s planned date of Initial Operation, and provided that the Transmission Owner has accepted the Project Developer

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<sup>36</sup> Leeward GIA, Schedule L, section 8.0 (emphasis added).

<sup>37</sup> Leeward GIA, section 6.10 (emphasis added).

Interconnection Facilities pursuant to this GIA, Transmission Provider shall, upon the request and at the expense of Project Developer, perform appropriate power flow or other operating studies on a timely basis to determine the extent to which the Generating Facility . . . and the Project Developer Interconnection Facilities may operate prior to the completion of the Transmission Owner Interconnection Facilities and Transmission Owner Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and the Generation Interconnection Agreement. In accordance with the results of such studies and subject to such conditions as Transmission Provider determines to be reasonable and appropriate, Transmission Provider shall (a) permit Project Developer to operate the Generating Facility . . . and the Project Developer Interconnection Facilities, and (b) grant Project Developer limited, interim Interconnection Rights commensurate with the extent to which operation of the Generating Facility . . . is permitted.<sup>38</sup>

This provision allows Leeward to request that PJM study how much capacity the Burr Oaks Facility may provide in the interim period, between its interconnection and the completion of all the Network Upgrades needed for the Burr Oaks Facility to inject its full output and thereby achieve commercial operation. These potential options are memorialized in the Leeward GIA and in the *pro forma* GIA, which the Commission has found “just and reasonable.”<sup>39</sup> Accordingly, the Commission should accept the Leeward GIA, effective April 15, 2026, as requested.

3. *Leeward’s request to reject the Leeward GIA has the potential to adversely impact other TC1 Project Developers.*

Leeward’s requested relief in the first instance is that the Commission reject the unexecuted Leeward GIA.<sup>40</sup> PJM respectfully requests that the Commission not grant Leeward’s request to reject the Leeward GIA, in light of the adverse impact on other TC1 Project Developers.

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<sup>38</sup> Tariff, Part IX, Subpart B, GIA, Appendix 2, section 1.4A.1; Leeward GIA, Appendix 2, section 1.4A.1.

<sup>39</sup> *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162 (2022) (accepting PJM’s latest *pro forma* GIA revisions under Appendix 2, section 1), *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); *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-3145-000 (Sept. 18, 2025) (accepting PJM’s latest *pro forma* GIA revisions under milestones and Schedule L).

<sup>40</sup> Protest at 5.

Specifically, n9269.0 is a Common Use Upgrade identified in the Leeward GIA,<sup>41</sup> that is subject to a Network Upgrade Cost Responsibility Agreement (“n9269.0 NUCRA”) among six other Project Developers and PJM.<sup>42</sup> Section 7.0 of the n9269.0 NUCRA provides, “Security associated with this NUCRA shall be the Security provided by each Project Developer as set forth in the Project Developer’s GIA, section 5, or the Construction Service Agreement or other relevant NUCRAs to which the Project Developer is a party.”<sup>43</sup> Therefore despite Leeward entering the n9269.0 NUCRA, its cost responsibility for n9269.0 would not be properly Securitized if the Leeward GIA is rejected. Moreover, rejection of the Leeward GIA would result in further adjustments to the cost allocation of n9269.0, between the remaining Project Developers subject to the n9269.0 NUCRA.

Importantly, Leeward does not protest the necessity of any of the Network Upgrades identified in the Leeward GIA; rather, Leeward is seeking an earlier COD milestone and back feed date, that PJM cannot justify, based off the construction schedule provided by ComEd. PJM maintains that the Leeward GIA is just and reasonable and was prepared in accordance with the Tariff’s requirements applicable to TC1 and, thus, should be accepted as filed.

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<sup>41</sup> Leeward GIA, Specifications, section 3.0(b)(ii).

<sup>42</sup> The n9269.0 NUCRA is designated as Original Service Agreement No. 7851, among Livingston Wind Project, LLC (“Livingston Wind”), Lexington Chenoa Wind Farm LLC, Black Diamond Solar Power, LLC, Steward Creek Solar, LLC, AEUG Kankakee Solar, LLC, Leeward Renewable Energy Development, LLC, Deriva Energy Solar, LLC, and PJM. On February 13, 2026, PJM submitted for filing the n9269.0 NUCRA as partially executed. While the n9269.0 NUCRA was executed by Leeward, it was submitted as partially executed on account of Livingston Wind withdrawing its project from TC1. *See PJM Interconnection, L.L.C., Partially Executed Original Network Upgrade Cost Responsibility Agreement, SA No. 7851; Project Identifier Nos. AE1-172, AE2-223/AF2-225, AE2-261/AG1-460, AF2-041/AF2-199/AF2-200, AF2-095, AG1-118, and AG1-374, Docket No. ER26-1386-00 (Feb. 13, 2026).*

<sup>43</sup> *See* n9269.0 NUCRA, section 7.0.

4. *Settlement Judge procedures are not warranted for the Leeward GIA.*

In the alternative, Leeward requests that the “Commission . . . set this matter for hearing and settlement judge procedures to further evaluate whether ComEd’s proposed milestone dates are just, reasonable, and not unduly discriminatory or preferential.”<sup>44</sup> PJM disagrees that a hearing or settlement procedures are warranted here, as Leeward neither demonstrates that the Leeward GIA is unjust or unreasonable, nor has it alleged that PJM has failed to comply in any way with the Tariff. Such procedures would unnecessarily delay PJM’s ability to complete the processing of TC1 projects and move to the next phase of Transition Cycle #2.

As noted in the Leeward GIA Filing,<sup>45</sup> because several New Service Requests withdrew from TC1, PJM must perform a second retool to remove New Service Requests that did not execute their final service agreements and determine the necessary changes, if any, to the required Network Upgrades and any effects on cost allocation.<sup>46</sup> Next, PJM must calculate Underfunded Network Upgrades to determine whether refunds are required. If refunds are required, PJM must distribute refunds per the Tariff.<sup>47</sup> Because there is a “gate” between the end of TC1 and the beginning of Transition Cycle #2, Phase III, which is scheduled to begin July 2, 2026, PJM must timely complete the TC1 requirements to follow its Transition Cycle #2 schedule.<sup>48</sup> Accordingly, PJM opposes Leeward’s alternative request for hearing or settlement procedures. In the event the Commission were to determine additional proceedings were necessary however, PJM requests that

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<sup>44</sup> Protest at 12.

<sup>45</sup> See February 13 Filing at 8.

<sup>46</sup> Tariff, Part VII, Subpart D, section 314(A)(1).

<sup>47</sup> Tariff, Part VII, Subpart A, section 301(A)(3)(b)(iii)(b).

<sup>48</sup> See PJM Interconnection, L.L.C., *Planning / Cycle Timeline*, (Mar. 18, 2026) <https://www.pjm.com/planning>.

the Commission accept the Leeward GIA, with an effective date of April 15, 2026, subject to refund.

Thus, as the Commission considers Leeward'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.

#### **IV. REQUEST FOR EXPEDITED ACTION**

PJM respectfully requests that the Commission accept the Leeward GIA, without modification and effective as of April 15, 2026, as requested. April 15, 2026, is 61 days after the February 13 Filing, and thus should not require expedited action. However, as noted above,<sup>49</sup> on February 24, 2026, PJM made a limited amendment filing to correct errors in the Leeward GIA to ensure that the terms and conditions accurately reflect the version of the Leeward GIA that was issued to the Parties for execution.<sup>50</sup> On February 25, 2026, PJM submitted a second limited amendment filing to correct errors affecting the Leeward GIA's metadata.<sup>51</sup> The errors, which are visible in the eTariff viewer but are not reflected in the as-filed Leeward GIA, are not related to, and do not affect, the issues Leeward protests. Both amendment filings are limited, in that they do not include substantive changes to the Leeward GIA, therefore do not require a new notice and comment period, and should not affect either the effective date of the Leeward GIA or the date the Commission acts on the Leeward GIA Filing.

As previously noted, Commission action by April 15, 2026, is not only appropriate but is also vital to PJM's ability to complete the processing of TC1 projects and move to the next phase

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<sup>49</sup> See *supra* note 3.

<sup>50</sup> *PJM Interconnection, L.L.C.*, Limited Amendment to Pending Filing of Original GIA, SA No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-001 (Feb. 24, 2026).

<sup>51</sup> *PJM Interconnection, L.L.C.*, Second Limited Amendment to Pending Filing of Original GIA, SA No. 7870; Project Identifier No. AG1-118, Docket No. ER26-1400-002 (Feb. 25, 2026).

of Transition Cycle #2. Accordingly, PJM respectfully requests that the Commission act expeditiously and by April 15, 2026, to accept the Leeward GIA without modification.<sup>52</sup>

## V. CONCLUSION

PJM requests that the Commission: (i) accept this Answer; (ii) grant PJM's request for expedited action; and (iii) accept PJM's filing of the unexecuted Leeward GIA, no later than, and effective as of, April 15, 2026.

Respectfully submitted,

*/s/ Salvia Yi*

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Dated: April 8, 2026

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<sup>52</sup> See February 13 Filing at 8.

## CERTIFICATE OF SERVICE

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

Dated at Audubon, Pennsylvania this 8<sup>th</sup> day of April 2026.

/s/ Salvia Yi  
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