

**PUBLIC VERSION**

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

---

**Freeman Solar, LLC,**

**Complainant,**

**v.**

**PJM Interconnection, L.L.C.,**

**Respondent.**

---

**Docket No. EL26-\_\_\_\_\_**

**COMPLAINT AND REQUEST FOR FAST TRACK PROCESSING OF  
FREEMAN SOLAR, LLC**

Steven Shparber  
Omar Bustami  
Lekë Badivuku  
Nakia L. Arrington  
Mintz, Levin, Cohn, Ferris,  
Glovsky and Popeo, P.C.  
555 12th Street NW, Suite 1100  
Washington, D.C. 20004  
(202) 434-7417  
SShparber@mintz.com  
OBustami@mintz.com  
LBadivuku@mintz.com  
NLArrington@mintz.com

*Counsel to Freeman Solar, LLC*

Dated: May 11, 2026

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
I. INTRODUCTION AND EXECUTIVE SUMMARY .....	2
II. APPLICABLE FACTUAL BACKGROUND .....	4
A. The Parties .....	4
B. The Freeman Solar Project.....	5
C. Summary of Dispute .....	5
i. PJM’s TC2 Phase II Study and the Estimated Cost Allocation .....	5
ii. Description of Constraints in Question.....	6
1. Constraint #1 .....	6
2. Constraint #2.....	7
iii. Outreach To PJM .....	7
III. ARGUMENT .....	9
A. The Commission’s Cost Causation Principle and PJM Tariff Require That Costs Be Allocated Only to Those Interconnection Customers Who Cause Them. ....	9
B. PJM’s Allocation of Network Upgrade Costs to Freeman Solar Violates The Commission’s Longstanding Cost Causation Principle and the PJM Tariff.....	12
IV. REQUEST FOR FAST TRACK PROCESSING AND SHORTENED COMMENT PERIOD.....	14
V. CRITICAL ENERGY INFRASTRUCTURE INFORMATION .....	19
VI. COMMUNICATIONS .....	20
VII. CONCLUSION.....	21

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

---

**Freeman Solar, LLC,**  
**Complainant,**

**v.**

**PJM Interconnection, L.L.C.,**  
**Respondent.**

---

**Docket No. EL26-\_\_\_\_\_**

**COMPLAINT AND REQUEST FOR FAST TRACK PROCESSING OF  
FREEMAN SOLAR, LLC**

Pursuant to Sections 206, 306 and 309 of the Federal Power Act (“FPA”), 16 U.S.C. §§ 824e, 825e, 825h (2024), and Rules 206<sup>1</sup> and 212<sup>2</sup> of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) Rules of Practice and Procedure, Freeman Solar, LLC (“Freeman Solar” or “Complainant”) hereby submits this complaint (“Complaint”) against PJM Interconnection, L.L.C. (“PJM”). Further, as discussed below in Section IV, Freeman Solar respectfully requests fast track processing (“Request for Fast Track Processing”) for the Complaint and requests a shortened comment period, such that answers, interventions and comments would be due no later than May 22, 2026, and further, respectfully requests that the Commission issue an order granting this Complaint by no later than July 1, 2026.

Further, as explained in Section V below, portions of this Complaint, and Attachments A, B, C, and D include confidential, non-public information that contain Critical Energy/Electric

---

<sup>1</sup> 18 C.F.R. § 385.206 (2024).

<sup>2</sup> 18 C.F.R. § 385.212 (2024).

Infrastructure Information, or “CEII,” under Section 388.113(c) of the Commission’s Regulations. Accordingly, Freeman Solar is submitting with this filing non-public versions of this Complaint and Attachments A, B, C and D, in which the cover page and the non-public information have been marked with the declaration “**NON PUBLIC – CONTAINS CUI//CEII – DO NOT RELEASE,**” and public versions of this Complaint and Attachments A, B, C and D from which the non-public information has been omitted. Freeman Solar has also submitted with this filing a proposed form of non-disclosure agreement to govern access to the non-public version of this Complaint and Attachments A, B, C and D.

## **I. INTRODUCTION AND EXECUTIVE SUMMARY**

This Complaint is simple: PJM is analyzing generation projects under its Transition Cycle No. 2 (“TC2”) cluster study process in a manner that impermissibly allocates tens of millions of Network Upgrade<sup>3</sup> costs to a project that did not in any way cause such Network Upgrades.

As described further below in Section II.C.1, and in the supporting Affidavit of Jessica Johnson,<sup>4</sup> after analyzing PJM’s powerflow models (the “Powerflow Models”) for TC2, Phase II, PJM is expected to impermissibly allocate approximately \$40.5 million of Network Upgrade costs to the Freeman Solar Project (defined below) as part of its upcoming TC2, Phase II System Impact Study results, despite the fact that the Freeman Solar Project was not the “but for”<sup>5</sup> cause of the

---

<sup>3</sup> Capitalized terms not otherwise defined herein shall have the same meaning specified in the PJM Open Access Transmission Tariff (“PJM Tariff”).

<sup>4</sup> Affidavit of Jessica Johnson on behalf of Freeman Solar, LLC (the “Johnson Affidavit”), attached hereto as “Attachment A”.

<sup>5</sup> See PJM Tariff, Part VII, Subpart D, § 307.A.5.a (“Each Project Developer and Eligible Customer 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

Network Upgrades in question and did not in any way “contribute to the need”<sup>6</sup> for the Network Upgrades. Accordingly, PJM’s estimated allocation of \$40.5 million in Network Upgrade costs to the Freeman Solar Project violates, *inter alia*, Sections 307.A.5.a and 307.A.5.c of the PJM Tariff, as well as the Commission’s longstanding cost causation principle that “all approved rates reflect to some degree the costs actually caused by the customer [that] must pay them.”<sup>7</sup>

PJM is expected to release its TC2, Phase II System Impact Study results by June 5, 2026,<sup>8</sup> after which Freeman Solar will need to submit Readiness Deposit No. 3 by no later than July 7, 2026.<sup>9</sup> Notably, if PJM improperly allocates approximately \$40.5 million in Network Upgrade costs, Freeman Solar would be responsible for submitting a non-refundable<sup>10</sup> Readiness Deposit No. 3 that will be approximately \$8.1 million higher than it should be.<sup>11</sup> Improperly allocating approximately \$40.5 million in Network Upgrade costs to Freeman Solar, and requiring Freeman Solar to post Readiness Deposit No. 3 that is erroneously inflated by approximately \$8.1 million,

---

Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects” (emphasis added)).

<sup>6</sup> See *id.* § 307.A.5.c (“The Transmission Provider 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.” (emphasis added)); see also PJM Interconnection, L.L.C., Manual 14H: New Service Requests Cycle Process (2025) (the “PJM Manual 14H”), Attachment B (providing that “the cost of the Network Upgrades will be allocated according to the contribution of each individual New Service Request for those projects which contribute to the need for the Network Upgrades”), <https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.ashx> (last accessed May 7, 2026); *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,024, P 68 (2026) (“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 the PJM Manuals”) (emphasis added)).

<sup>7</sup> *Coalition of MISO Transmission Customers v. Midcontinent Indep. Sys. Operator, Inc.*, 172 FERC ¶ 61,099, at P 82 (2020) (citing *KN Energy, Inc. v. FERC*, 968 F.2d 1295, 1300 (D.C. Cir. 1992)).

<sup>8</sup> See, e.g., PJM, Planning, <https://www.pjm.com/planning> (last accessed May 7, 2026).

<sup>9</sup> See *id.* (providing Decision Point II is scheduled for July 7, 2026); see also PJM Manual 14H, § 6.2 & Ex. 18 (providing Readiness Deposit No. 3 as of Decision Point II).

<sup>10</sup> See PJM Tariff, Part VII, Subpart D, § 311.A.1.b.

<sup>11</sup> Readiness Deposit No. 3 is calculated as being equal to 20% of Network Upgrade costs (subject to certain specified adjustments). See PJM Manual 14H, § 6.2 & Ex. 18. Given that Freeman Solar estimates that PJM will improperly allocate approximately \$40.5 million in Network Upgrade costs to it, Freeman Solar also estimates that its Readiness Deposit No. 3 will be improperly inflated by approximately \$8.1 million (*i.e.*, 20% of \$40.5 million).

would cause immediate and material harm to Freeman Solar and will render the Freeman Solar Project commercially and financially unviable.

For these reasons, and the reasons described further herein, Freeman Solar respectfully requests that the Commission: (1) find that PJM's estimated allocation of approximately \$40.5 million in Network Upgrade costs to the Freeman Solar Project is unjust, unreasonable, and unduly discriminatory because such allocation violates, *inter alia*, PJM Tariff Sections 307.A.5.a, 307.A.5.c, PJM Manual 14H, Attachment B, and the Commission's longstanding cost causation principle, and is unjust, unreasonable, and unduly discriminatory pursuant to FPA Section 206; (2) direct PJM to conduct its TC2 Phase II studies in a manner that does not allocate the Network Upgrades costs in question to Freeman Solar and/or direct PJM to remove the impermissible Network Upgrade costs being wrongly allocated to Freeman Solar from PJM's upcoming TC2 Phase III studies; and (3) order any further relief that the Commission deems necessary and appropriate.

## **II. APPLICABLE FACTUAL BACKGROUND**

### **A. The Parties**

Complainant Freeman Solar is a limited liability company<sup>12</sup> that is and will be engaged exclusively in the business of owning and operating the Freeman Solar Project and selling electric energy, capacity and ancillary services at wholesale and subject to the Commission's jurisdiction.

Respondent, PJM, is the Regional Transmission Organization ("RTO") in whose footprint the Freeman Solar Project is located and is the Transmission Provider. PJM, under the terms of the PJM Tariff, has the responsibility for planning the expansion and enhancement of the PJM

---

<sup>12</sup> Freeman Solar is a wholly-owned subsidiary of TerraForm Power, which is an affiliate of Brookfield Renewable Partners L.P., a leading owner, operator and developer of renewable power in the United States.

Transmission System on a regional basis and for administering the generation interconnection process through which the Freeman Solar Project is being studied. Freeman Solar and PJM are sometimes referred to collectively herein as “the Parties.”

**B. The Freeman Solar Project**

The Freeman Solar Project, assigned PJM Queue No. AH1-672, is a ground-mounted solar generating facility being developed in Sussex County, Delaware (the “Freeman Solar Project”). The Freeman Solar Project will interconnect with transmission facilities owned by Delmarva Power & Light Company and is expected to have a total generating capability of 75.0 MW, with 48.9 MW of this output being recognized by PJM as Capacity.<sup>13</sup>

Freeman Solar has full site control for the Freeman Solar Project, all required local permits that are appropriate for this stage of the Freeman Solar Project’s development and has purchased all equipment necessary to ensure that the Freeman Solar Project is safe harbored for Investment Tax Credit purposes. Freeman Solar anticipates that the Freeman Solar Project can reach commercial operation by Q3 2029.

**C. Summary of Dispute**

**i. *PJM’s TC2 Phase II Study and the Estimated Cost Allocation***

Beginning in February 2026, Freeman Solar’s transmission and interconnection team began analyzing PJM’s Powerflow Models as part of its customary diligence process, which enables Freeman Solar to make sound investment decisions. Based on its initial review, Freeman Solar estimated that the Freeman Solar Project’s assigned Network Upgrade costs would increase

---

<sup>13</sup> See PJM Interconnection, L.L.C., *AH1-672 Phase I Study Report* v1.00 (Oct. 29, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE\\_1/AH1-672/AH1-672\\_imp\\_PHASE\\_1.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE_1/AH1-672/AH1-672_imp_PHASE_1.htm) (last accessed May 7, 2026) (the “Freeman Solar Phase I Study Report”).

from approximately \$6.5 million as provided in the Freeman Solar Project’s Phase I System Impact Study Results,<sup>14</sup> to an estimated \$53.5 million.

Following this, Freeman Solar personnel worked with a third-party consultant to analyze the Powerflow Models to determine the cause of the over eight-fold increase in Network Upgrade Costs being allocated to the Freeman Solar Project. Freeman Solar preliminarily identified two constraints that were more than 100% loaded prior to the Freeman Solar Project being added to the Powerflow Models for TC2, Phase II. As discussed further below, and as explained in detail in the Johnson Affidavit, the Freeman Solar Project did not cause the need for the Network Upgrades that will be necessary to solve the constraints in question. Nonetheless, absent the Commission granting the relief requested herein, Freeman Solar will be impermissibly allocated approximately \$40.5 million in Network Upgrade costs that the Freeman Solar Project did not in any way cause or “contribute to the need” for.<sup>15</sup>

ii. ***Description of Constraints in Question***

1. **Constraint #1**

Constraint #1 involves the [REDACTED] transmission line (sometimes referred to herein as “Transmission Line #1”). As described in the Johnson Affidavit, based on a thermal analysis of PJM’s Powerflow Models, the line’s AC percent loading was [REDACTED] % during the Summer Peak season prior to the introduction of any TC2 projects, including the Freeman Solar Project.<sup>16</sup> Because Transmission Line #1 was more than 100% loaded prior to the introduction of any of the TC2 projects, including the Freeman Solar Project, the Freeman Solar Project did not cause the thermal overload on Transmission Line #1 that requires

---

<sup>14</sup> See Freeman Solar Phase I Study Report.

<sup>15</sup> See, e.g., PJM Manual 14H, Attachment B; *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,024, P 68 (2026) (“*Amelia Energy*”).

<sup>16</sup> Attachment A at p. 3 and Table 1.

Network Upgrades to address.<sup>17</sup> As detailed in the Johnson Affidavit, Freeman Solar will be allocated an estimated \$15.7 million in Network Upgrade costs to address Constraint #1,<sup>18</sup> despite the fact that it did not cause nor in any way contribute to the need for the Network Upgrades.

## 2. Constraint #2

Constraint #2 involves the [REDACTED] transmission line (sometimes referred to herein as “Transmission Line #2”). As described in the Johnson Affidavit, based on a thermal analysis of PJM’s Powerflow Models, the line’s AC percent loading was [REDACTED]% during the Summer Peak season prior to the introduction of any TC2 projects, including the Freeman Solar Project.<sup>19</sup> Because Transmission Line #2 was more than 100% loaded prior to the introduction of any of the TC2 projects, including the Freeman Solar Project, the Freeman Solar Project did not cause the thermal overload on Transmission Line #2 that requires Network Upgrades to address.<sup>20</sup> As detailed in the Johnson Affidavit, Freeman Solar will be allocated an estimated \$24.8 million in Network Upgrade costs to address Constraint #2,<sup>21</sup> despite the fact that it did not cause nor in any way contribute to the need for the Network Upgrade.

### iii. Outreach To PJM

Freeman Solar has made repeated efforts to bring these concerns to PJM’s attention, beginning well before the anticipated posting of the TC2, Phase II results.

---

<sup>17</sup> *Id.* at p. 3.

<sup>18</sup> *Id.* at pp. 3–4.

<sup>19</sup> *Id.* at p. 3 and Table 1.

<sup>20</sup> *Id.* at p. 3.

<sup>21</sup> *Id.* at pp. 3–4.

Notably, on February 12, 2026, Freeman Solar’s interconnection team reached out to PJM regarding Transmission Line #2, noting that the line appeared significantly overloaded in the TC2 model.<sup>22</sup> On February 13, 2026, PJM responded.<sup>23</sup>

On March 10, 2026, Freeman Solar personnel reached out to PJM’s interconnection team again, this time raising concerns about Transmission Line #1 and noting that the line was overloaded without any TC2 projects added to the model.<sup>24</sup> PJM did not respond to this email.

On April 1, 2026, Freeman Solar personnel reached out to PJM regarding Transmission Line #1, noting that the line appeared to represent “a pre-existing condition or a ratings/modeling assumption, rather than an interconnection-driven impact” and requesting PJM to confirm whether the overload would be “treated as a baseline/pre-existing condition for TC2 Phase 2 studies.”<sup>25</sup> Later that same day, PJM responded, stating only: “[w]e will be posting the phase 2 results June 1st. Once posted please let us know if you have any questions on the posted results.”<sup>26</sup>

On April 9, 2026, Danny Van Clief, Chief Development Officer of Freeman Solar, transmitted a formal Notice of Dispute letter to Jason Connell, Vice President of Planning at PJM, detailing Freeman Solar’s concerns regarding the improper allocation of approximately \$40.5 million in Network Upgrade costs and requesting that PJM not allocate these costs to the Freeman Solar Project.<sup>27</sup> The Notice of Dispute letter requested a meeting at PJM’s earliest convenience.<sup>28</sup>

On April 28, 2026, Freeman Solar and PJM had a conference call regarding Freeman Solar’s Notice of Dispute but did not come to a resolution of the outstanding issues.

---

<sup>22</sup> Attachment B at pp. 3–4 (Email from J. Petti (Terraform) to M. Tiwari (PJM), Feb. 12, 2026).

<sup>23</sup> Attachment B at p. 2 (Email from A. Faisal (PJM) to J. Petti (Terraform), Feb. 13, 2026).

<sup>24</sup> Attachment B at pp. 1–2 (Email from J. Petti (Terraform) to A. Faisal and M. Tiwari (PJM), Mar. 10, 2026).

<sup>25</sup> Attachment C at pp. 1–2 (Email from J. Petti (Terraform) to A. Lambert (PJM), Apr. 1, 2026”).

<sup>26</sup> Attachment C at p. 1 (Email from A. Lambert (PJM) to J. Petti (Terraform), Apr. 1, 2026).

<sup>27</sup> Attachment D (Notice of Dispute Letter).

<sup>28</sup> *Id.* at p. 4.

On April 29, 2026, counsel for Freeman Solar contacted counsel for PJM, requesting, *inter alia*, an explanation as to why the expected allocation of Network Upgrade costs to Freeman Solar is permitted under the PJM Tariff.<sup>29</sup> On May 5, 2026, PJM responded, noting that PJM would engage further, but only after the Freeman Solar Project’s TC2, Phase 2 System Impact Study Results were released.<sup>30</sup>

### III. ARGUMENT

#### A. The Commission’s Cost Causation Principle and PJM Tariff Require That Costs Be Allocated Only to Those Interconnection Customers Who Cause Them.

The Commission’s cost causation principle is clear and longstanding: “all approved rates reflect to some degree the costs actually caused by the customer [that] must pay them.”<sup>31</sup> As the United States Court of Appeals for the District of Columbia Circuit has explained, it evaluates compliance with the cost causation principle by “comparing the costs assessed against a party to the burdens imposed or benefits drawn by that party.”<sup>32</sup> In deciding whether costs for upgrades are properly allocated to a particular customer or group of customers, “the Commission . . . has considered both the immediate cause of the construction and the resulting benefits in allocating the costs for the construction of the new transmission facilities.”<sup>33</sup>

The Commission has rejected cost allocation methodologies that fail to appropriately identify the parties that actually cause the need for transmission facilities. For example, the Commission has found it was “not just and reasonable for PJM to use the static [static distribution

---

<sup>29</sup> Attachment E at pp. 1–2 (Email from S. Shparber (Mintz) to Christopher Holt (PJM), Apr. 29, 2026, re: “RE: Freeman Solar (AH1-672) Notice Letter”).

<sup>30</sup> *Id.* at p. 1 (Email from Christopher Holt (PJM) to S. Shparber (Mintz), May 5, 2026, re: “RE: Freeman Solar (AH1-672) Notice Letter”).

<sup>31</sup> *Coalition of MISO Transmission Customers v. Midcontinent Indep. Sys. Operator, Inc.*, 172 FERC ¶ 61,099, at P 82 (2020) (citing *KN Energy, Inc. v. FERC*, 968 F.2d 1295, 1300 (D.C. Cir. 1992)).

<sup>32</sup> *Midwest ISO Transmission Owners v. FERC*, 373 F.3d 1361, 1368 (D.C. Cir. 2004).

<sup>33</sup> *PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,216, at P 27 (2013).

factor ('DFAX')] methodology to allocate costs of transmission facilities that operate at or above 500 kV because the static DFAX methodology fails to appropriately identify those parties that cause the need for the facilities and that benefit from the construction of the facilities.”<sup>34</sup> Further, in Order No. 2023,<sup>35</sup> which mandated, *inter alia*, that RTOs adopt cluster study processes for their interconnection queues, the Commission directed “transmission providers to allocate network upgrade costs based on a proportional impact method,”<sup>36</sup> which requires “a technical analysis conducted by Transmission Provider to determine the degree to which each Generating Facility in the Cluster Study contributes to the need for a specific System Network Upgrade.”<sup>37</sup>

PJM’s own Tariff codifies this principle. Section 307.A.5.a of the PJM Tariff states in relevant part that:

Each Project Developer and Eligible Customer 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.<sup>38</sup>

Moreover, Section 307.A.5.c states in relevant part that:

The Transmission Provider 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.<sup>39</sup>

---

<sup>34</sup> See *PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,216, at P 27.

<sup>35</sup> *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 184 FERC ¶ 61,054 (2023).

<sup>36</sup> See *id.* at P 5.

<sup>37</sup> See *id.* at Appendix D (Pro Forma LGIA) (Definitions) (emphasis added).

<sup>38</sup> PJM Tariff, Section 307.A.5.a (emphasis added).

<sup>39</sup> See *id.* at Section 307.A.5.a (emphasis added).

PJM’s Manual 14H, Attachment B further provides that “[f]or Network Upgrades that are required due to the overloads associated with the System Impact Studies within a Cycle, the cost of the Network Upgrades will be allocated according to the contribution of each individual New Service Request for those Projects which contribute to the need for the Network Upgrades.”<sup>40</sup> PJM Manual 14H, Attachment B.2 similarly provides that “[e]ach respective generator or transmission Project bears the cost responsibility for Interconnection Facilities required for the interconnection.”<sup>41</sup>

Further, the Commission’s recent order in *Amelia Energy* confirmed that no costs related to Network Upgrades may be allocated to an interconnecting generation project unless such project is causing the need for the Network Upgrade. In interpreting Section 307(A)(5) of the PJM Tariff, the Commission found that the cost allocation methodology implemented by PJM must be “pursuant to each New Service Request’s *contribution to the reliability violation identified on the transmission system*”<sup>42</sup>—that is, it must be tied to what the generation project actually contributes to the need for the upgrade. Applying this framework, the Commission found that the cost allocation assigned to the Amelia Energy project was consistent with the PJM Tariff because “PJM derived Amelia Energy’s cost allocation for the regional topology projects in proportion to Amelia Energy’s *contribution to the reliability violations* driving the need for those upgrades.”<sup>43</sup>

PJM’s own pleadings in *Amelia Energy* further confirm that the PJM Tariff requires generation projects to cause the need for a Network Upgrade in order for such projects to be

---

<sup>40</sup> See PJM Manual 14H, Attachment B (emphasis added).

<sup>41</sup> *Id.*, Attachment B.2.(emphasis added).

<sup>42</sup> See *Amelia Energy* at P 70 (quoting Section 307.A.5.a)(emphasis added)).

<sup>43</sup> See *Amelia Energy* at P 70 (emphasis added).

allocated costs associated with such Network Upgrade.<sup>44</sup> More specifically, in responding to various arguments from Amelia Solar, PJM stated that the PJM Tariff requires each Project Developer to pay for “costs of the minimum amount of Network Upgrades *necessary to accommodate* its New Service Request *that would have not been incurred **but for*** such New Service Requests,” and that PJM must “identify the New Service Requests in the Cycle *contributing to the need for the required Network Upgrades within the Cycle*” such that “[a]ll 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.*”<sup>45</sup>

Accordingly, the PJM Tariff, PJM manuals, longstanding legal precedent related to cost causation, and PJM’s own recent statements compel the same conclusion: where a transmission constraint exists independent of and prior to a generation project’s injection, the transmission facilities (such as Network Upgrades) necessary to address that constraint are not caused by such project, and such project should not be allocated any costs necessary to address such constraint (including Network Upgrade costs).

**B. PJM’s Allocation of Network Upgrade Costs to Freeman Solar Violates The Commission’s Longstanding Cost Causation Principle and the PJM Tariff**

As discussed in detail in the Johnson Affidavit, both Transmission Line #1 and Transmission Line #2 were more than 100% loaded prior to the addition of any TC2 project, including the Freeman Solar Project.<sup>46</sup> As such, the Freeman Solar Project **did not cause** the

---

<sup>44</sup> See *PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer, Docket Nos. ER26-1300-000, et al., at 9-10 (Apr. 6, 2026) (“PJM April 6 Answer”); *PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer, Docket Nos. ER26-1300-000, et. al., at 7-9, 22-23 (Mar. 18, 2026) (“PJM March 18 Answer”).

<sup>45</sup> See PJM April 6 Answer at 9-10 (emphasis added).

<sup>46</sup> Attachment A at p. 3 and Table 1.

thermal overloads that require the Network Upgrades to solve Constraint #1 or Constraint #2,<sup>47</sup> nor in any way “contribute to the need” for the Network Upgrades necessary to solve such constraints.<sup>48</sup> Freeman Solar is thus poised to be impermissibly allocated over \$40.5 million in estimated Network Upgrade costs that it did not in any way cause.

By information and belief, Freeman Solar believes that the impermissible, upcoming estimated allocation of Network Upgrade costs to the Freeman Solar Project will occur because under PJM’s revised modelling procedures that it is using to process and analyze generation clusters (such as TC2), PJM is measuring the cumulative overload on transmission lines during each respective Phase of a cluster, and then if a transmission line is overloaded, *assumes that each generation project utilizing such line caused the overload*. PJM then allocates corresponding Network Upgrades costs to each such generation project. However, PJM’s practices contradict its tariff, manuals and longstanding Commission precedent, as not every generation project utilizing an overloaded transmission line *actually caused the overload, or in any way contributed to the need for the Network Upgrades necessary to solve the overload*. This appears to be what occurred with respect to the Freeman Solar Project.

In response to this Complaint, PJM may aver that its modeling procedures are more efficient and/or that it has broad discretion with respect to how it allocates costs under its cluster study approach. PJM may seek to rely upon Commission orders in *Amelia Energy* and *RWE*,<sup>49</sup> where the Commission ultimately held that despite ambiguity in PJM’s tariff and manuals,<sup>50</sup> PJM acted permissibly in allocating costs to complainants in those proceedings.<sup>51</sup> However, unlike

---

<sup>47</sup> *Id.* at pp. 3–4.

<sup>48</sup> *See, e.g.*, PJM Tariff Section 307.A.5.c, PJM Manual 14H, Attachment B.

<sup>49</sup> *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, 194 FERC ¶ 61,212 (2026) (“*RWE*”).

<sup>50</sup> *See RWE* at PP 12–13 (2026) (Rosner, Comm’r, and Chang, Comm’r, concurring).

<sup>51</sup> *See Amelia Energy* at P 70, *RWE* at P 12.

complainants in those proceedings, Freeman Solar is not arguing over the details of PJM’s cost allocation practices. Instead, it is arguing that *there are no costs* to allocate to the Freeman Solar Project with respect to the disputed Network Upgrade costs at issue here because Freeman Solar *did not in any way cause the need for such Network Upgrades*, and that allocating any of the disputed costs would violate the plain language of Section 307.A.5.a and Section 307.A.5.c of the PJM Tariff, applicable provisions of the PJM Manual, and longstanding Commission precedent. In fact, Freeman Solar’s position actually aligns with PJM’s position taken in *Amelia Energy*, in which PJM stated the PJM Tariff requires each Project Developer to pay for “costs of the minimum amount of Network Upgrades *necessary to accommodate* its New Service Request *that would have not been incurred but for* such New Service Requests,” and that PJM must “identify the New Service Requests in the Cycle *contributing to the need for the required Network Upgrades within the Cycle*” such that “[a]ll 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.*”<sup>52</sup>

For the foregoing reasons, the Commission must grant this Complaint and direct the relief requested herein.

#### **IV. REQUEST FOR FAST TRACK PROCESSING AND SHORTENED COMMENT PERIOD**

Freeman Solar hereby requests fast track processing pursuant to 18 C.F.R. §§ 385.206(b)(11) and 385.206(h). The Commission “may resolve complaints using Fast Track procedures if the complaint requires expeditious resolution.”<sup>53</sup> Expeditious resolution is warranted

---

<sup>52</sup> See PJM April 6 Answer at 9-10 (emphasis added).

<sup>53</sup> 18 C.F.R. § 385.206(h)(1).

because Freeman Solar faces imminent, concrete deadlines imposed by PJM’s interconnection process that threaten irreparable financial harm absent Commission intervention. PJM is expected to post the Phase II System Impact Study results for the Freeman Solar Project on June 5, 2026.<sup>54</sup> Thereafter, Freeman Solar will be required to post Readiness Deposit No. 3 by no later than July 7, 2026, in order to proceed to TC2, Phase III.<sup>55</sup> Absent the Commission addressing Freeman Solar’s concerns, Freeman Solar estimates that its non-refundable Readiness Deposit No. 3 due July 7, 2026, will be approximately \$8.1 million higher than what is appropriate under, *inter alia*, the PJM Tariff. Absent the Commission addressing Freeman Solar’s concerns, the Freeman Solar Project will no longer be commercially or financially viable. This outcome thus risks the removal of the Freeman Solar Project from PJM’s cluster study process.

If the Commission does not act before the July 7, 2026 deadline, Freeman Solar will be forced to either: (1) post an inflated and immediately non-refundable Readiness Deposit that includes approximately \$8.1 million attributable to improperly allocated costs, thereby suffering immediate and concrete financial harm,; or (2) decline to post the full non-refundable deposit amount and risk jeopardizing the Freeman Solar Project’s position in PJM’s interconnection queue—an outcome that would nullify years of development work, put millions of dollars in investment at irrecoverable risk, and deprive the PJM Region of deliverable generation estimated to come online by Q3 2029. Neither outcome is acceptable, and both are avoidable if the Commission acts on this Complaint within Freeman Solar’s requested timeline.

Rule 206(f) of the Commission’s rules provides that “[u]nless otherwise ordered by the Commission, answers, interventions, and comments to a complaint must be filed within 20

---

<sup>54</sup> PJM, *Planning*, <https://www.pjm.com/planning> (last accessed May 7, 2026).

<sup>55</sup> *Id.* (providing Decision Point II is scheduled for July 7, 2026); *see also* PJM Manual 14H, § 6.2 & Ex. 18 (providing Readiness Deposit No. 3 as of Decision Point II)

days after the complaint is filed.”<sup>56</sup> Rule 206(h)(3) provides that “[b]ased on an assessment of the need for expedition, the period for filing answers, interventions and comments to a complaint requesting Fast Track processing may be shortened by the Commission from the time provided in section 385.206(f).”<sup>57</sup>

As explained above, because expeditious resolution of the Complaint is necessary to prevent irreparable harm to Freeman Solar, the period of filing answers, interventions and comments to the Complaint should likewise be shortened to facilitate the expeditious resolution of the issues presented herein. As indicated above, PJM is aware of the facts and circumstances at issue in this Complaint, having received the Notice of Dispute letter on April 9, 2026, as well as multiple prior communications regarding the same issues since February 2026. A shorter answer period will not materially impede PJM’s ability to respond to the Complaint.

Accordingly, Freeman Solar respectfully requests a shortened comment period of 11 days, such that answers, interventions and comments would be due no later than May 22, 2026. Moreover, Freeman Solar respectfully requests that the Commission issue an order granting the Complaint and the relief requested herein by no later than July 1, 2026, ahead of the July 7, 2026 deadline for Freeman Solar to post the incorrect, inflated Readiness Deposit No. 3, in order for Freeman Solar to avoid being irreparably harmed by PJM’s improper actions.

## **1. RULE 206 REQUIREMENTS**

PJM has acted unjustly, unreasonably, and in an unduly discriminatory manner by proposing to allocate approximately \$40.5 million in Network Upgrade costs to the Freeman Solar Project for two transmission constraints that were overloaded in PJM’s Powerflow Models before

---

<sup>56</sup> 18 C.F.R. § 385.206(f) (emphasis added).

<sup>57</sup> 18 C.F.R. § 385.206(h)(3).

the Freeman Solar Project was added, in violation of PJM Tariff Sections 307.A.5.a, 307.A.5.c, PJM Manual 14H, Attachment B, and the Commission's longstanding cost causation principle and associated precedent.

**2. Explanation of how the action or inaction violates such standards:**

*See* response to Question 1.

**3. Business, commercial, economic or other issues presented by the action or inaction:**

If PJM's anticipated cost allocation is permitted to stand, Freeman Solar will be required to post Readiness Deposit No. 3 by July 7, 2026, in an amount approximately \$8.1 million higher than appropriate. Because Readiness Deposit No. 3 is non-refundable, Freeman Solar will suffer immediate and concrete financial harm. More broadly, PJM's improper cost allocation would impose approximately \$40.5 million in costs on Freeman Solar that the Freeman Solar Project did not cause. Either, and certainly both, of these results would render the Freeman Solar Project commercially and financially unviable.

**4. Financial impact or burden on Complainant:**

Freeman Solar estimates that it will be improperly allocated approximately \$40.5 million in Network Upgrade costs. In the near term, Freeman Solar faces the prospect of posting a non-refundable Readiness Deposit No. 3 that is approximately \$8.1 million higher than appropriate. Freeman Solar has already made substantial investments in the Freeman Solar Project's development, including obtaining site control, securing local permits, and purchasing equipment for ITC safe harbor purposes. The resulting financial impact and burden of PJM's improper cost allocation would render the Freeman Solar Project financially unviable.

**5. Practical, operational, or other non-financial impacts:**

If PJM's cost allocation is not corrected, the Freeman Solar Project — which is poised to contribute to the reliability needs of the PJM Region by Q3 2029—will no longer be commercially or financially viable, forcing Freeman Solar to abandon the project after years of development.

**6. Other pending proceedings and explanation why timely resolution cannot be achieved in that forum:**

None.

**7. Specific relief requested:**

Freeman Solar respectfully requests that the Commission: (1) find that PJM's estimated allocation of approximately \$40.5 million in Network Upgrade costs to the Freeman Solar Project violates PJM Tariff Sections 307.A.5.a, 307.A.5.c, PJM Manual 14H, Attachment B, and the Commission's longstanding cost causation principle and associated precedent, and is unjust, unreasonable, and unduly discriminatory pursuant to FPA Section 206; (2) direct PJM to conduct its TC2 Phase II studies in a manner that does not allocate the Network Upgrades costs in question to Freeman Solar and/or direct PJM to remove the impermissible Network Upgrade costs being wrongly allocated to Freeman Solar from PJM's upcoming TC2 Phase III studies; and (3) order any further relief that the Commission deems necessary and appropriate.

**8. Documents in support of complaint:**

- Attachment A: Affidavit of Jessica Johnson on behalf of Freeman Solar, LLC;
- Attachment B: Email Thread Dated February 12–March 10, 2026;
- Attachment C: Email Thread Dated April 1, 2026;
- Attachment D: Notice of Dispute Letter;
- Attachment E: Email Thread Dated April 9–May 5, 2026;
- Attachment F: Protective Agreement; and
- Attachment G: Form of Notice.

**9. Whether the Enforcement Hotline, Dispute Resolution Services, tariff-based dispute resolution mechanisms or other informal procedures were used, and if not, why?**

Freeman Solar raised its concerns with PJM’s interconnection team beginning in February 2026 and transmitted a formal Notice of Dispute to PJM’s Vice President of Planning on April 9, 2026. The Parties engaged in a discussion to resolve their dispute on April 28, 2026, but are still at an impasse. Accordingly, filing this Complaint is necessary to obtain timely relief in advance of the July 7, 2026 Readiness Deposit No. 3 deadline.

**10. Whether ADR could successfully resolve the complaint:**

No. *See* response directly above.

**11. Form of notice:**

*See* Attachment G, attached hereto.

**V. CRITICAL ENERGY INFRASTRUCTURE INFORMATION**

Portions of this Complaint and Attachments A, B, C, and D contain information related to PJM’s Powerflow Models that can only be accessed by users with special clearance to view CEII.<sup>58</sup> Further, Attachment A contains analysis of PJM’s Powerflow Models. The foregoing information and analysis could be useful in an attack on critical infrastructure, is exempt from mandatory disclosure under the Freedom of Information Act, and does not simply provide the general location of facilities (namely, Transmission Line #1 and Transmission Line #2). Therefore, and in accordance with the Commission’s “Notice of Document Labelling Guidance for Documents Submitted to or Filed With the Commission or Commission Staff,” issued on April 14, 2017, and Section 388.113(d)(1)(ii) of the Commission’s Regulations, 18 CFR § 388.113(d)(1)(ii), Freeman Solar is submitting with this filing non-public versions of this Complaint and Attachments A, B, C

---

<sup>58</sup> *See* Attachment A at 2.

and D, in which the cover page and non-public information have been marked with the declaration “NON-PUBLIC – CONTAINS CUI//CEII – DO NOT RELEASE,” and public versions this Complaint and Attachments A, B, C and D from which the non-public information has been omitted. Freeman Solar has also included as Attachment F to this filing a proposed form of non-disclosure agreement to govern access to the non-public information contained in this Complaint and Attachments A, B, C and D. The proposed non-disclosure agreement in Attachment F is based on the Commission’s model protective order.

## VI. COMMUNICATIONS

Communications regarding this matter should be addressed to the following persons, who should also be designated for service on the Commission’s official service list for this proceeding.<sup>59</sup>

Steven Shparber  
Omar Bustami  
Lekë Badivuku  
Nakia L. Arrington  
Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C.  
555 12th Street NW, Suite 1100  
Washington, D.C. 20004  
(202) 434-7417  
SShparber@mintz.com  
OBustami@mintz.com  
LBadivuku@mintz.com  
NLArrington@mintz.com

---

<sup>59</sup> 18 C.F.R. § 285.2010 (2025). Freeman Solar respectfully requests waiver of Rule 203(b)(3) of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3) (2025), to permit all of the persons designated herein for service.

## VII. CONCLUSION

For the reasons described herein, Freeman Solar respectfully requests that the Commission grant the relief requested in the Complaint and grant its Request for Fast Track Processing.

Dated: May 11, 2026

*/s/ Steven Shparber*

---

Steven Shparber

Omar Bustami

Lekë Badivuku

Nakia L. Arrington

Mintz, Levin, Cohn, Ferris, Glovsky and  
Popeo, P.C.

555 12th Street NW, Suite 1100

Washington, D.C. 20004

(202) 434-7417

SShparber@mintz.com

OBustami@mintz.com

LBadivuku@mintz.com

NLArrington@mintz.com

*Counsel to Freeman Solar LLC*

## CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing document and its attachments to be served upon the Respondent's contacts listed on the Commission's list of Corporate Officials, upon affected regulatory agencies, and upon others that Freeman Solar LLC reasonably knows may be expected to be affected by the Complaint in accordance with 18 C.F.R. § 385.206(c) (2024).

Dated at Washington, D.C., this 11th day of May 2026.

*/s/ Steven Shparber* \_\_\_\_\_

**PUBLIC VERSION**

ATTACHMENT A

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

\_\_\_\_\_  
)  
)  
**Freeman Solar, LLC,**  
)

**Complainant,**  
)

v.  
)

**Docket No. EL26-\_\_\_\_\_**

**PJM Interconnection, L.L.C.,**  
)

**Respondent.**  
)  
)  
)  
\_\_\_\_\_

**AFFIDAVIT OF JESSICA JOHNSON ON BEHALF OF FREEMAN SOLAR, LLC**

**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

My name is Jessica Johnson. My business address is Timmons Group, Inc., 610 E Morehead St, Suite 250, Charlotte, NC 28202.

**Q. WHAT IS YOUR OCCUPATION?**

Electrical Engineer – Project Manager in Power Engineering & System Planning. Timmons Group Inc. (“Timmons Group”) is a multi-disciplinary engineering, design, and technology firm. Timmons Group was founded in 1953 with over 20 offices across the United States, and provides a wide range of engineering, survey, and technology services to support renewable energy projects for public and private clients, including developers, EPC contractors, and owner-operators.

**Q. PLEASE DESCRIBE YOUR CREDENTIALS AND EXPERIENCE.**

I graduated from Mercer University with my Bachelor of Science in Engineering (BSE) in Electrical Engineering in May of 2018 and with my Master of Science in Engineering (MSE) in Electrical Engineering in May of 2019.

I have been employed at Timmons Group since June 2019. During my time at Timmons Group, I have worked as an Electrical Engineer, starting as an Electrical Engineer I (EEI). Since May 2024, I have been a Project Manager. Although I have experience studying generation projects seeking to interconnect in multiple utilities and Regional Transmission Organizations (“RTOs”) across the United States, I have focused my work primarily in the PJM region.

I am a licensed Professional Engineer in the State of North Carolina (#062776).

**Q. WHAT IS THE PURPOSE OF YOUR AFFIDAVIT?**

This affidavit is to show that the loading along two 230 kV line segments exceed 100% of their applicable ratings prior to introducing Transition Cycle No. 2 (“TC2”) projects, including the Freeman Solar Project,<sup>1</sup> when utilizing PJM’s Generation Deliverability (“GD”) methodology. The two lines of interest are the [REDACTED] line (sometimes referred to herein as “Constraint #1”), and the [REDACTED] line (sometimes referred to herein as “Constraint #2”). My affidavit also explains why the Freeman Solar Project did not cause the need for the Network Upgrades in question that are necessary to address Constraint #1 and Constraint #2. Finally, this affidavit calculates the estimated cost of the Network Upgrades that are expected to be allocated to the Freeman Solar Project in the PJM Phase II report for Constraint #1 and Constraint #2.

**Q. PLEASE DESCRIBE YOUR REVIEW OF THE POWERFLOW MODEL**

I analyzed the PJM-provided TC2, Phase II models dated [REDACTED].<sup>2</sup> These models include Summer Peak, Winter Peak, and Light Load seasons based on the [REDACTED] models. When PJM performs their TC2 Phase II thermal analysis, it is expected that they use these models as provided.

In running the thermal analysis, I utilized PowerGEM’s PJM Generator Deliverability add-on ([REDACTED]). PJM provides their model files to be seamlessly utilized with this PJM GD Reform tool. These files include the GD study case (*i.e.*, PJM’s power flow model), subsystem file, PJM GD Data Excel file, single contingency file, line feeder breaker contingency file, bus contingency file, tower contingency file, exclude file, and an importable options file.

The only adjustments I made to the PJM-provided models and files in conducting my analysis are as follows:

- [REDACTED]
- [REDACTED]

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning set forth in the Complaint or PJM Tariff, as applicable.

<sup>2</sup> PJM Interconnection, L.L.C., *Power Flow Cases*, <https://www.pjm.com/planning/rtep-development/powerflow-cases> (last visited May 7, 2026) (access restricted to users with Critical Energy Infrastructure Information clearance).

[REDACTED]

**Q. BASED ON YOUR ANALYSIS, ARE THE LINE SEGMENTS IN QUESTION ABOVE 100% LOADING PRIOR TO TC2 PROJECTS (INCLUDING THE FREEMAN SOLAR PROJECT) BEING INTRODUCED?**

Yes. The AC percent loading for [REDACTED] was [REDACTED], and the AC percent loading for [REDACTED] was [REDACTED] prior to the introduction of any TC2 projects, including the Freeman Solar Project. The listed monitored element, contingency outage, applicable line rating, and AC percent loading prior to the introduction of the TC2 projects are included in Table 1 below.

**Table 1**

Monitored Facility	Contingency Name	Rating	Final AC %LD Pre-TC2
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**Q. PLEASE EXPLAIN WHY YOU BELIEVE THAT THE FREEMAN SOLAR PROJECT DID NOT CAUSE THE NEED FOR THE PROPOSED NETWORK UPGRADES NECESSARY TO ADDRESS CONSTRAINT #1 OR CONSTRAINT #2?**

The [REDACTED] line and [REDACTED] line are overloaded in the TC2 Phase II Summer Peak model prior to the inclusion of the TC2 projects, including the Freeman Solar Project. The winter peak model and light load model were also reviewed; however, Constraint #1 and Constraint #2 are not overloaded in these seasonal models.

As a result, the line segments are likely overloaded due to the Transition Cycle No. 1 (“TC1”) projects or due to redispatch of generation and load between the TC1 and TC2 models. The TC2 projects, including the Freeman Solar Project, do not cause the thermal overload along the [REDACTED] line or [REDACTED] line when referring to the TC2 Phase II Summer Peak model.

**Q. WHAT IS THE ESTIMATED COST OF THE NETWORK UPGRADES THAT ARE NEEDED TO ADDRESS CONSTRAINT #1 AND CONSTRAINT #2, AND WHAT PORTION DO YOU ESTIMATE WILL BE ALLOCATED TO THE FREEMAN PROJECT UNDER PJM’S METHODOLOGY?**

Based on PJM’s TC2 AH1-672 Phase I Study Report,<sup>3</sup> Constraint #1 [REDACTED] will require a \$23,000,000 Network Upgrade and Constraint #2 [REDACTED] will require a \$32,400,000 Network Upgrade. Based on the active projects within TC2, the estimated allocation of these costs to Freeman Solar is shown below in Table 2.

**Table 2**

<b>Monitored Facility</b>	<b>Network Upgrade Description</b>	<b>Total Cost Estimate (\$USD - Millions)</b>	<b>AG2-380 MW Impact</b>	<b>AG2-380 Estimated Allocated Cost (\$M)</b>	<b>AH1-672 MW Impact</b>	<b>AH1-672 Estimated Allocated Cost</b>
[REDACTED]	[REDACTED]	\$23	2.793	\$7.297	6.010	\$15.703
[REDACTED]	[REDACTED]	\$32.4	1.684	\$9.379	4.456	\$24.821

Accordingly, the total estimated cost to be allocated to Freeman Solar for Constraint #1 and Constraint #2 is expected to be \$40.524 million in the PJM Phase II report, if the total cost for each upgrade remains consistent with TC2, Phase I estimates.

**Q. DOES THIS CONCLUDE YOUR AFFIDAVIT?**

A. Yes

---

<sup>3</sup> PJM Interconnection, L.L.C., *AH1-672 Phase I Study Report* v1.00 (Oct. 29, 2025), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE\\_1/AH1-672/AH1-672\\_imp\\_PHASE\\_1.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE_1/AH1-672/AH1-672_imp_PHASE_1.htm) (last accessed May 7, 2026).

## VERIFICATION OF JESSICA JOHNSON

I, Jessica Johnson, pursuant to 28 U.S.C. § 1746, state, under penalty of perjury, that I am the Jessica Johnson referred to in the foregoing “Affidavit of Jessica Johnson on Behalf of Freeman Solar, LLC,” 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.

/s/Jessica Johnson

Jessica Johnson

Executed on May 11, 2026

**PUBLIC VERSION**

**ATTACHMENT B**

---

**From:** Petti, JJ  
**Sent:** Tuesday, March 10, 2026 2:04 PM  
**To:** 'Faisal, Akim' <Akim.Faisal@pjm.com>; Tiwari, Megha <Megha.Tiwari@pjm.com>  
**Cc:** Jocz, Bobby <Bobby.Jocz@terraformpower.com>; Andrus, Sydney <Sydney.Andrus@terraformpower.com>  
**Subject:** RE: AH1-672 - Constraint on [REDACTED]

Hi Akim and Megha,

I hope your week is going well.

We looked at a few more constraints in the area of our project and found a few items to bring to your attention and/or ask for clarity on.

Akim - We are seeing an overload on [REDACTED] → [REDACTED] in the TC2 basecase without any TC2 generation turned on. It appears the TC1 model was just below the threshold, at [REDACTED]% on [REDACTED] and the line in TC2 is now listed at [REDACTED] with a [REDACTED]% loading in the basecase. Can you provide insight on why the line is overloaded in the basecase without TC2 generation?

Megha - Can you confirm the RTEP projects approved in November 2025 will be reflected in the Phase 2 Study Reports - namely b4004.1 and b3942.1? Also, we are seeing that two wind queue positions in suspension impact the available transmission capacity in the area. Can you tell me when AB1-056 and AF1-007 entered suspension and when they must come out of it by?

JJ Petti  
*Senior Manager, Interconnection and Grid Strategies*

T <412.496.7647>  
[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)  
[www.terraform.com](http://www.terraform.com)



View Important disclosures and information about our e-mail policies [here](#).

---

**From:** Faisal, Akim <[Akim.Faisal@pjm.com](mailto:Akim.Faisal@pjm.com)>  
**Sent:** Friday, February 13, 2026 9:18 AM  
**To:** Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>; Tiwari, Megha <[Megha.Tiwari@pjm.com](mailto:Megha.Tiwari@pjm.com)>  
**Cc:** Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>  
**Subject:** RE: AH1-672 - Constraint on [REDACTED]

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!: DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS UNLESS YOU KNOW THE CONTENT IS SAFE. If suspicious, report email using the Phish Alert button.**  
**\*\*\* ATTENTION ! EXPÉDITEUR EXTERNE \*\*\* ARRÊTEZ, ÉVALUEZ ET VÉRIFIEZ !: NE CLIQUEZ PAS SUR LES LIENS OU N'OUVREZ PAS LES PIÈCES JOINTES À MOINS DE SAVOIR QUE LE CONTENU EST SÉCURISÉ. Si vous recevez un courriel suspect, veuillez utiliser le bouton Phish Alert.**

Hi JJ,  
The original TC2 model show a lower rating as you pointed out. The rating stands at [REDACTED] but I am going to ask AEC to review this facility rating and confirm as part of Phase 2 analysis, which we are in at the moment.

Hope this helps.

Thanks,  
Akim

---

**From:** Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Sent:** Friday, February 13, 2026 9:13 AM  
**To:** Faisal, Akim <[Akim.Faisal@pjm.com](mailto:Akim.Faisal@pjm.com)>; Tiwari, Megha <[Megha.Tiwari@pjm.com](mailto:Megha.Tiwari@pjm.com)>  
**Cc:** Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>  
**Subject:** RE: AH1-672 - Constraint on [REDACTED]

**! External Email! Think before clicking links or attachments.**

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Hi Akim,

Thank you for the fast response!

You mention that part of TC2 Phase 2 analysis is for TOs to correct ratings, does this mean you anticipate it will be corrected up to [REDACTED] or it was corrected down to [REDACTED]?

JJ Petti  
Senior Manager, Interconnection and Grid Strategies

T <412.496.7647>  
[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)



View Important disclosures and information about our e-mail policies [here](#).

---

**From:** Faisal, Akim <[Akim.Faisal@pjm.com](mailto:Akim.Faisal@pjm.com)>  
**Sent:** Friday, February 13, 2026 9:09 AM  
**To:** Tiwari, Megha <[Megha.Tiwari@pjm.com](mailto:Megha.Tiwari@pjm.com)>  
**Cc:** Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>; Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Subject:** RE: AH1-672 - Constraint on [REDACTED]

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!: DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS UNLESS YOU KNOW THE CONTENT IS SAFE. If suspicious, report email using the Phish Alert button.**  
**\*\*\* ATTENTION ! EXPÉDITEUR EXTERNE \*\*\* ARRÊTEZ, ÉVALUEZ ET VÉRIFIEZ !: NE CLIQUEZ PAS SUR LES LIENS OU N'OUVREZ PAS LES PIÈCES JOINTES À MOINS DE SAVOIR QUE LE CONTENU EST SÉCURISÉ. Si vous recevez un courriel suspect, veuillez utiliser le bouton Phish Alert.**

Good morning,

The [REDACTED] is a shared facility between AEC & PECO, this constraint was identified as a violation in the posted Phase I report as a Potential Aggregate Contributor. The limitation is on the AEC side that will require a rebuild. As part of TC2 Phase 2 analysis, the Transmission Owners are required to correct the ratings. However, even if the rating was [REDACTED], the post cycle loading is approximately [REDACTED], requiring the upgrade. Please note this is a very early assessment but I don't see how the violation is alleviated without the need for an upgrade.

Thanks,  
Akim

---

**From:** Tiwari, Megha <[Megha.Tiwari@pjm.com](mailto:Megha.Tiwari@pjm.com)>  
**Sent:** Friday, February 13, 2026 7:59 AM  
**To:** Faisal, Akim <[Akim.Faisal@pjm.com](mailto:Akim.Faisal@pjm.com)>  
**Cc:** Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>; Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Subject:** RE: AH1-672 - Constraint on [REDACTED]

Akim,

Could you please review this and let us know your feedback?

Thank you,  
Megha

---

**From:** Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Sent:** Thursday, February 12, 2026 5:30 PM  
**To:** Tiwari, Megha <[Megha.Tiwari@pjm.com](mailto:Megha.Tiwari@pjm.com)>  
**Cc:** Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>  
**Subject:** AH1-672 - Constraint on [REDACTED]

**! External Email! Think before clicking links or attachments.**

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Hi Megha,

We are reviewing the Phase 2 model and running power flow for our project AH1-672. We found an overload occurs on [REDACTED] that popped up as odd as its quite overloaded but the projects in TC2 barely contribute. Upon further review, we found that the rating of the line dropped from the TC1 model([REDACTED]) to TC2 model([REDACTED]).

We would like to explore this oddity with you, do you have time to discuss next week?

**JJ Petti**  
*Senior Manager, Interconnection and Grid Strategies*

T <412.496.7647>  
[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)  
[www.terraform.com](http://www.terraform.com)



View Important disclosures and information about our e-mail policies [here](#).

**PUBLIC VERSION**

ATTACHMENT C

---

**From:** Lambert, Andrew J <[Andrew.Lambert@pjm.com](mailto:Andrew.Lambert@pjm.com)>  
**Sent:** Wednesday, April 1, 2026 12:57 PM  
**To:** Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Cc:** Francis, Trevor <[Trevor.Francis@terraformpower.com](mailto:Trevor.Francis@terraformpower.com)>; Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>  
**Subject:** RE: [REDACTED] Basecase Overload

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!: DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS UNLESS YOU KNOW THE CONTENT IS SAFE. If suspicious, report email using the Phish Alert button.**  
**\*\*\*ATTENTION ! EXPÉDITEUR EXTERNE \*\*\* ARRÊTEZ, ÉVALUEZ ET VÉRIFIEZ !: NE CLIQUEZ PAS SUR LES LIENS OU N'OUVREZ PAS LES PIÈCES JOINTES À MOINS DE SAVOIR QUE LE CONTENU EST SÉCURISÉ. Si vous recevez un courriel suspect, veuillez utiliser le bouton Phish Alert.**

JJ-

We will be posting the phase 2 results June 1<sup>st</sup>. Once posted please let us know if you have any questions on the posted results.

AJ Lambert  
Manager, Interconnection Planning Projects

C: (267) 894-0929 | [Andrew.Lambert@pjm.com](mailto:Andrew.Lambert@pjm.com)  
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403



Interconnection Education Videos provided [HERE](#) under Planning

For more information on the Interconnection Process Reform, please review our FAQ website [HERE](#)

For transition status updates, please review information provided at the [Interconnection Process Subcommittee](#)

---

**From:** Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>  
**Sent:** Wednesday, April 1, 2026 11:26 AM  
**To:** Lambert, Andrew J <[Andrew.Lambert@pjm.com](mailto:Andrew.Lambert@pjm.com)>  
**Cc:** Francis, Trevor <[Trevor.Francis@terraformpower.com](mailto:Trevor.Francis@terraformpower.com)>; Jocz, Bobby <[Bobby.Jocz@terraformpower.com](mailto:Bobby.Jocz@terraformpower.com)>; Andrus, Sydney <[Sydney.Andrus@terraformpower.com](mailto:Sydney.Andrus@terraformpower.com)>  
**Subject:** [REDACTED] Basecase Overload

**! External Email! Think before clicking links or attachments.**

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Good morning AJ,

We are preparing for the TC2 Phase 2 results for AH1-672 - Freeman Solar. While reviewing the posted Phase 2 powerflow model, we observed that the [REDACTED] line is overloaded in the baseline case, showing approximately [REDACTED] % loading.

We reviewed the [REDACTED] and did not see this facility identified as part of an approved baseline or scope-modified upgrade. Based on that, it appears this overload may represent a pre-existing condition or a ratings/modeling assumption, rather than an interconnection-driven impact.

Could you please confirm:

- Whether this overload is intended to be treated as a baseline/pre-existing condition for TC2 Phase 2 studies, and
- If so, whether there is a pending rating correction, planned mitigation, or other resolution that will be applied in the study process.

If additional information from our side would be helpful (case name, condition, or injection assumptions), we're happy to provide it. We'd appreciate guidance on how this overload will be handled to ensure alignment as we move forward in Phase 2.

Thank you for your help.

JJ Petti  
Senior Manager, Interconnection and Grid Strategies

T <412.496.7647>  
[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)  
[www.terraform.com](http://www.terraform.com)



View Important disclosures and information about our e-mail policies [here](#).

**PUBLIC VERSION**

**ATTACHMENT D**

Freeman Solar, LLC  
200 Liberty Street, 14th Floor  
New York, NY 10281

April 9, 2026

Jason Connell  
Vice President of Planning  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**Re: Dispute of Freeman Solar, LLC**  
*PJM Queue No. AH1-672*

Dear Mr. Connell,

Freeman Solar, LLC (“Freeman Solar”), hereby submits this letter to address, *inter alia*, PJM’s implementation of Section 307.A.5.a of the PJM Tariff concerning Network Upgrade<sup>1</sup> costs that Freeman Solar anticipates will be improperly allocated to the Project (defined below) as part of its upcoming Transition Cycle No. 2 (“TC2”), Phase II System Impact Study results. As discussed further below, Freeman Solar estimates that PJM will impermissibly allocate approximately ***\$40.5 million*** of Network Upgrade costs to the Project, despite the fact that the Project has not contributed to the need for any of the Network Upgrade costs in question. Accordingly, Freeman Solar requests, *inter alia*, that PJM not allocate these costs to the Project and instead ensure that the Project’s upcoming Phase II System Impact Study report reflects costs properly allocated to it in accordance with Section 307.A.5.a of the PJM Tariff and longstanding applicable Federal Energy Regulatory Commission (“FERC”) precedent.

### ***Description of the Project***

The Freeman Solar project (the “Project”) is in TC2, and is a solar project being developed in Sussex County, Delaware. When completed, the Project is expected to have a total capability of 75.0 MW, with 48.9 MW of this output being recognized by PJM as Capacity.

Freeman Solar has full site control for the Project, all required local permits that are appropriate for this stage of the Project’s development and has purchased all equipment necessary to ensure that the Project is safe harbored for ITC purposes. Freeman Solar anticipates that the Project can reach commercial operation by Q3 2029.

### ***Summary of Applicable PJM Tariff and Applicable FERC Precedent***

Section 307A.5.a of the PJM Tariff states in relevant part that:

Each Project Developer and Eligible Customer 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*

---

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning specified in the PJM Tariff.

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. (emphasis added).

Moreover, the Commission’s “cost causation principle requires that ‘all approved rates reflect to some degree the costs actually caused by the customer [that] must pay them.’” *Coalition of MISO Transmission Customers v. Midcontinent Indep. Sys. Operator, Inc.*, 172 FERC ¶ 61,099, at P 82 (2020) (citing *KN Energy, Inc. v. FERC*, 968 F.2d 1295, 1300 (D.C. Cir. 1992)).

As the United States Court of Appeals for the District of Columbia Circuit has explained, it evaluates compliance with the cost causation principle by “comparing the costs assessed against a party to the burdens imposed or benefits drawn by that party.” *Midwest ISO Transmission Owners v. FERC*, 373 F.3d 1361, 1368 (D.C. Cir. 2004).

In deciding whether costs for upgrades are properly allocated to a particular customer or group of customers, “the Commission . . . has considered both the immediate cause of the construction and the resulting benefits in allocating the costs for the construction of the new transmission facilities.” *PJM Interconnection, L.L.C.*, 142 FERC ¶ 61,216, at P 27 (2013) (finding it was “not just and reasonable for PJM to use the static [static distribution factor (“DFAX”)] methodology to allocate costs of transmission facilities that operate at or above 500 kV because the static DFAX methodology fails to appropriately identify those parties that cause the need for the facilities and that benefit from the construction of the facilities”).

### ***Summary of Dispute***

Beginning in February 2026, Freeman Solar’s transmission and interconnection team began analyzing PJM’s posted powerflow model for TC2, Phase II. Thereafter, Freeman Solar commissioned an expert, third-party consultant to undertake an analysis of the posted powerflow model to determine the estimated Network Upgrade costs that will be assigned in the Project’s upcoming Phase II System Impact Study report (the “Consultant Analysis”). The Consultant Analysis found that the estimated Network Upgrade costs for the Project were approximately \$53.5 million, which represented an increase of over 800% relative to the Project’s Phase I results (in which the Project was allocated approximately \$6.5 million in Network Upgrade costs).

Notably, the Consultant Analysis identified two constraints that were more than 100% loaded *prior* to the Project being added to the powerflow model for TC2, Phase II. First, the [REDACTED] base case was at [REDACTED] % prior to accounting for the Project’s injection. The Consultant Analysis concludes that this constraint will result in the Project being allocated approximately \$15.7 million in Network Upgrade costs. Second, the [REDACTED] base case was at [REDACTED] % prior to any projects in TC2, Phase II (including the Project) being added to the model. The Consultant Analysis concludes that this constraint will result in the Project being allocated approximately \$24.8 million in Network Upgrade costs. However, because both lines were more than 100% loaded prior to the inclusion of the Project in the applicable model, it is clear that the Project did not contribute to the need for additional Network Upgrades to address either constraint, meaning that the Project should not be allocated any Network Upgrade costs associated with either constraint.

The Consultant Analysis thus appears to indicate that PJM’s model used to study all projects in TC2 did not include a “clean baseline,” which is necessary to determine which transmission facilities become overloaded with the addition of the new generation resources (such as the Project). Given that the lines in question were overloaded prior to the Project being added to the model, such overloads should be addressed via PJM’s long-term planning process, rather than assigned to generation interconnection customers.

The conclusion that the identified transmission constraints are more appropriately addressed through PJM’s long-term planning process is bolstered by the fact that PECO recently indicated to PJM’s Transmission Expansion Advisory Committee (“TEAC”) that it is proposing to “[r]ebuild the entire 7.1 miles of the 23015 Claymont-Edgemoor 230kV line and the DPL sections of the 220-84 Claymont-Linwood 230kV line (1 mile) and 220-85 Edgemoor-Linwood 230kV line (8.1 miles)” as a Supplemental Project.<sup>2</sup> This Supplemental Project would almost certainly resolve the transmission constraints at issue here.<sup>3</sup>

### ***Summary of Correspondence With PJM***

On March 10, 2026, Freeman Solar initially reached out to PJM’s interconnection team to notify them of its concerns. Freeman Solar later reached out to PJM’s interconnection manager on April 1, 2026, regarding the same. Later that day, PJM’s interconnection manager responded, saying that any concerns would be addressed once the Project’s final Phase II results are posted on June 1, 2026.

### ***Requested Relief***

Based on the foregoing, Freeman Solar believes it will be allocated approximately \$40.5 million in impermissible Network Upgrade costs, in violation of, *inter alia*, Section 307A.5.a of the PJM Tariff and the previously described FERC precedent. Freeman Solar thus respectfully requests that PJM clarify that it will not allocate these \$40.5 million of costs to the Project moving forward and instead ensure that the Project’s upcoming Phase II System Impact Study report reflects costs properly allocated to it.

Time is of the essence with respect to this request, as Freeman Solar expects to receive its Phase II System Impact Study report on June 1, 2026. Thereafter, Freeman Solar will need to post Readiness Deposit No. 3 by no later than July 1, 2026, in order to proceed to TC2, Phase III. Absent PJM addressing Freeman Solar’s concerns, Freeman Solar estimates that its non-refundable, Readiness Deposit No. 3 due July 1, 2026, will be approximately **\$8.1 million** higher than what is appropriate. Freeman Solar would likely initiate a FERC complaint proceeding well in advance of that deadline if it cannot come to a mutually acceptable resolution with PJM.

---

<sup>2</sup> See PJM Staff, *TEAC Committee PECO Supplemental Projects*, at 16 (Apr. 7, 2026), available at <https://www.pjm.com/-/media/DotCom/committees-groups/committees/teac/2026/20260407/20260407-item-08---peco-supplemental-projects.pdf>.

<sup>3</sup> Additionally, based on correspondence with PJM’s interconnection team in February 2026, it appears that PJM utilized different line ratings between Transition Cycle No. 1 and TC2. This discrepancy may also have contributed to Network Upgrade costs being inappropriately allocated to the Project.

Accordingly, Freeman Solar requests a meeting at PJM's earliest convenience to discuss this dispute.

***Conclusion***

Freeman Solar looks forward to next steps and hopes to be able to come to a mutually acceptable resolution regarding outstanding areas of disagreement with PJM.

Sincerely,

Freeman Solar, LLC

By: 

Name: Danny Van Clief

Title: Chief Development Officer

cc: Megha Shah, General Counsel  
JJ Petti, Senior Manager, Interconnection  
Steven Shparber (outside counsel to Freeman Solar)  
AJ Lambert (PJM)  
Christopher Holt (PJM)

# ATTACHMENT E

---

**From:** Holt, Christopher <[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)>  
**Sent:** Tuesday, May 5, 2026 7:59 AM  
**To:** Shparber, Steven <[SShparber@mintz.com](mailto:SShparber@mintz.com)>  
**Cc:** Shah, Megha <[Megha.Shah@terraformpower.com](mailto:Megha.Shah@terraformpower.com)>; Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>; Lambert, Andrew J <[Andrew.Lambert@pjm.com](mailto:Andrew.Lambert@pjm.com)>; Van Clief, Danny <[Danny.VanClief@terraformpower.com](mailto:Danny.VanClief@terraformpower.com)>; Connell, Jason P. <[Jason.Connell@pjm.com](mailto:Jason.Connell@pjm.com)>; Shoemaker, Jason R. <[Jason.Shoemaker@pjm.com](mailto:Jason.Shoemaker@pjm.com)>; Lauver, Colleen <[Colleen.Lauver@pjm.com](mailto:Colleen.Lauver@pjm.com)>  
**Subject:** RE: Freeman Solar (AH1-672) Notice Letter

Good morning, Steve-

As you indicate, PJM and your client engaged in a fruitful dialogue and PJM answered your client's questions on Tuesday, April 28. As we indicated during the call, we are not going to speculate on the results of any study that has not been completed yet. As such, PJM will engage further, as necessary, once the study results have been published.

Thanks,  
Chris

---

**From:** Shparber, Steven <[SShparber@mintz.com](mailto:SShparber@mintz.com)>  
**Sent:** Wednesday, April 29, 2026 8:44 AM  
**To:** Holt, Christopher <[Christopher.Holt@pjm.com](mailto:Christopher.Holt@pjm.com)>  
**Cc:** Shah, Megha <[Megha.Shah@terraformpower.com](mailto:Megha.Shah@terraformpower.com)>; Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>; Lambert, Andrew J <[Andrew.Lambert@pjm.com](mailto:Andrew.Lambert@pjm.com)>; Van Clief, Danny <[Danny.VanClief@terraformpower.com](mailto:Danny.VanClief@terraformpower.com)>; Connell, Jason P. <[Jason.Connell@pjm.com](mailto:Jason.Connell@pjm.com)>  
**Subject:** RE: Freeman Solar (AH1-672) Notice Letter

**! External Email! Think before clicking links or attachments.**

Contact the Support Center immediately if you click on a link or open an attachment that appears malicious.

Good morning, Chris, thank you for taking the time to speak with us yesterday. We greatly appreciate PJM's transparency and candor. Based on our discussion and review of PJM's posted model, we believe that PJM's procedures for modelling and allocating costs for TC2, Phase II will incorrectly allocate over \$40 million in Network Upgrades to Freeman Solar. This is despite the fact that we do not believe

Freeman Solar caused the need for the Network Upgrades at issue. We believe allocating costs for the Network Upgrades at issue violates, *inter alia*, Section 307(a)(5) of the PJM Tariff, as well as other longstanding FERC precedent, as outlined in Freeman Solar's April 9, 2026 Notice of Dispute.

Given this, we respectfully request that PJM provide additional details regarding the upcoming allocation of costs to Freeman Solar, and/or explain in greater detail why allocating the disputed Network Upgrade costs to Freeman Solar is permitted by the PJM Tariff and/or FERC precedent. Freeman Solar is happy to meet again at PJM's earliest convenience to discuss these and related issues in further detail.

In the absence of such additional explanation, Freeman Solar will likely file a complaint against PJM at FERC as soon as next week.

Thank you and we look forward to hearing from you.

---

**From:** Van Clief, Danny <[Danny.VanClief@terraformpower.com](mailto:Danny.VanClief@terraformpower.com)>

**Sent:** Thursday, April 9, 2026 3:43 PM

**To:** [Jason.connell@pjm.com](mailto:Jason.connell@pjm.com)

**Cc:** Shah, Megha <[Megha.Shah@terraformpower.com](mailto:Megha.Shah@terraformpower.com)>; Petti, JJ <[JJ.Petti@terraformpower.com](mailto:JJ.Petti@terraformpower.com)>; Shparber, Steven <[Sshparber@mintz.com](mailto:Sshparber@mintz.com)>; [Christopher.holt@pjm.com](mailto:Christopher.holt@pjm.com); [Andrew.lambert@pjm.com](mailto:Andrew.lambert@pjm.com)

**Subject:** Freeman Solar (AH1-672) Notice Letter

Dear Jason,

I hope this message finds you doing well. After reviewing with my team a matter concerning a late stage, 75 MW PV project currently in PJM TC2 study and located in Delaware ("Freeman Solar"), I believe it necessary and appropriate to provide you with the enclosed letter.

Our company - and my development and interconnection team in particular- has the utmost respect for PJM Interconnection and considers our multi-year relationship with PJM to be in excellent health and central to the success of our business. I therefore hope the letter is received in the spirit with which it is intended - constructive, fact based, and solutions oriented.

Thank you for considering the enclosed, and I look forward to hearing back from you at your earliest convenience.

Best regards,  
Danny

**Danny Van Clief**

*Chief Development Officer, TerraForm Power*

C 434.466.1237

[danny.vanclief@terraformpower.com](mailto:danny.vanclief@terraformpower.com)

[www.terraform.com](http://www.terraform.com) [terraform.com]



---

STATEMENT OF CONFIDENTIALITY:

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the email to the intended recipient, be advised you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the Mintz, Levin, Cohn, Ferris, Glovsky and Popeo sender immediately, and destroy all copies of this message and any attachments.

---

STATEMENT OF CONFIDENTIALITY:

The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the person responsible for delivering the email to the intended recipient, be advised you have received this message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the Mintz, Levin, Cohn, Ferris, Glovsky and Popeo sender immediately, and destroy all copies of this message and any attachments.

# ATTACHMENT F



Privileged Material and/or CEII. As to these designations, this Protective Agreement provides that a Participant:

- A. *may* designate as Privileged Material any material which customarily is treated by that Participant as commercially sensitive or proprietary or material subject to a legal privilege, which is not otherwise available to the public, and which, if disclosed, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and
- B. *must* designate as CEII, any material that meets the definition of that term as provided by 18 C.F.R. §§ 388.113(a), (c).

3. For the purposes of this Protective Agreement, the listed terms are defined as follows:

- A. Participant(s): As defined at 18 C.F.R. § 385.102(b).
- B. Privileged Material:<sup>3</sup>
  - i. Material (including depositions) provided by a Participant in response to discovery requests or filed with the Commission, and that is designated as Privileged Material by such Participant;<sup>4</sup>
  - ii. Material that is privileged under federal, state, or foreign law, such as work-product privilege, attorney-client privilege, or governmental privilege, and that is designated as Privileged Material by such Participant;<sup>5</sup>

---

<sup>3</sup> The Commission's regulations state that "[f]or the purposes of the Commission's filing requirements, non-CEII subject to an outstanding claim of exemption from disclosure under FOIA will be referred to as privileged material." 18 C.F.R. § 388.112(a). The regulations further state that "[f]or material filed in proceedings set for trial-type hearing or settlement judge proceedings, a participant's access to material for which privileged treatment is claimed is governed by the presiding official's protective order." 18 C.F.R. § 388.112(b)(2)(v).

<sup>4</sup> See *infra* P 11 for the procedures governing the labeling of this designation.

<sup>5</sup> The Commission's regulations state that "[a] presiding officer may, by order . . . restrict public disclosure of discoverable matter in order to . . . [p]reserve a privilege of a participant. . . ." 18 C.F.R. § 385.410(c)(3). To adjudicate such privileges, the

- iii. Any information contained in or obtained from such designated material;
  - iv. Any other material which is made subject to this Protective Agreement by the Presiding Administrative Law Judge (Presiding Judge) or the Chief Administrative Law Judge (Chief Judge) in the absence of the Presiding Judge or where no presiding judge is designated, the Federal Energy Regulatory Commission (Commission), any court, or other body having appropriate authority, or by agreement of the Participants (subject to approval by the relevant authority);
  - v. Notes of Privileged Material (memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Privileged Material);<sup>6</sup> or
  - vi. Copies of Privileged Material.
  - vii. Privileged Material does not include:
    - a. Any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be privileged by such agency or court;
    - b. Information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement; or
- C. Critical Energy/Electric Infrastructure Information (CEII): As defined at 18 C.F.R. §§ 388.113(a), (c).

---

regulations further state that “[i]n the absence of controlling Commission precedent, privileges will be determined in accordance with decisions of the Federal courts with due consideration to the Commission’s need to obtain information necessary to discharge its regulatory responsibilities.” 18 C.F.R. § 385.410(d)(1)(i).

<sup>6</sup> Notes of Privileged Material are subject to the same restrictions for Privileged Material except as specifically provided in this Protective Agreement.

- D. Non-Disclosure Certificate: The certificate attached to this Protective Agreement, by which individuals granted access to Privileged Material, and/or CEII must certify their understanding that such access to such material is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Participants have read the Protective Agreement and agree to be bound by it. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for this proceeding.
- E. Reviewing Representative: A person who has signed a Non-Disclosure Certificate and who is:
- a. Commission Trial Staff designated as such in this proceeding;
  - b. A member or staff of any state utility commission that is a Participant in this proceeding;
  - c. An attorney who has made an appearance in this proceeding for a Participant;
  - d. Attorneys, paralegals, and other employees associated for purposes of this case with an attorney who has made an appearance in this proceeding on behalf of a Participant;
  - e. An expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, submitting evidence or testifying in this proceeding;
  - f. A person designated as a Reviewing Representative by order of the Presiding Judge, the Chief Judge, or the Commission; or
  - g. Employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.

4. Privileged Material and/or CEII shall be made available under the terms of this Protective Agreement only to Participants and only to their Reviewing Representatives as provided in Paragraphs 6-10 of this Protective Agreement. The contents of Privileged Material, CEII or any other form of information that copies or discloses such materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this specific proceeding.

5. All Privileged Material and/or CEII must be maintained in a secure place. Access to those materials must be limited to Reviewing Representatives specifically authorized pursuant to Paragraphs 7-9 of this Protective Agreement.
6. Privileged Material and/or CEII must be handled by each Participant and by each Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9 of this Protective Agreement. Privileged Material and/or CEII shall not be used except as necessary for the conduct of this proceeding, nor shall they (or the substance of their contents) be disclosed in any manner to any person except a Reviewing Representative who is engaged in this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Privileged Material and/or CEII, but such copies automatically become Privileged Material and/or CEII. Reviewing Representatives may make notes of Privileged Material, which shall be treated as Notes of Privileged Material if they reflect the contents of Privileged Material.
7. If a Reviewing Representative's scope of employment includes any of the activities listed under this Paragraph 7, such Reviewing Representative may not use information contained in any Privileged Material and/or CEII obtained in this proceeding for a commercial purpose (e.g. to give a Participant or competitor of any Participant a commercial advantage):
  - A. Energy marketing;
  - B. Direct supervision of any employee or employees whose duties include energy marketing; or
  - C. The provision of consulting services to any person whose duties include energy marketing.
8. If a Participant wishes to designate a person not described in Paragraph 3.E above as a Reviewing Representative, the Participant must seek agreement from the Participant providing the Privileged Material and/or CEII. If an agreement is reached, the designee shall be a Reviewing Representative pursuant to Paragraph 3.E of this Protective Agreement with respect to those materials. If no agreement is reached, the matter must be submitted to the Commission or a Presiding Judge for resolution.
9. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Privileged Material and/or CEII pursuant to this Protective Agreement until three business days after that Reviewing

Representative first has executed and served a Non-Disclosure Certificate.<sup>7</sup> However, if an attorney qualified as a Reviewing Representative has executed a Non-Disclosure Certificate, any participating paralegal, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys designated Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Protective Agreement, and must take all reasonable precautions to ensure that Privileged Material and/or CEII are not disclosed to unauthorized persons. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for the proceeding.

10. Any Reviewing Representative may disclose Privileged Material and/or CEII to any other Reviewing Representative as long as both Reviewing Representatives have executed a Non-Disclosure Certificate. In the event any Reviewing Representative to whom Privileged Material and/or CEII are disclosed ceases to participate in this proceeding, or becomes employed or retained for a position that renders him or her ineligible to be a Reviewing Representative under Paragraph 3.E of this Protective Agreement, access to such materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the Non-Disclosure Certificate for as long as the Protective Agreement is in effect.<sup>8</sup>

11. All Privileged Material and/or CEII in this proceeding filed with the Commission, submitted to the Presiding Judge, or submitted to any Commission personnel, must comply with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*.<sup>9</sup> Consistent with those requirements:

- A. Documents that contain Privileged Material must include a top center header on each page of the document with the following text: CUI//PRIV.

---

<sup>7</sup> During this three-day period, a Participant may file an objection with the Presiding Judge or the Commission contesting that an individual qualifies as a Reviewing Representative, and the individual shall not receive access to the Privileged Material and/or CEII until resolution of the dispute.

<sup>8</sup> See *infra* P 19.

<sup>9</sup> 82 Fed. Reg. 18,632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

Any corresponding electronic files must also include this text in the file name.

- B. Documents that contain CEII must include a top center header on each page of the document with the following text: CUI//CEII. Any corresponding electronic files must also include this text in the file name.
- C. Documents that contain both Privileged Material and CEII must include a top center header on each page of the document with the following text: CUI//CEII//PRIV. Any corresponding electronic files must also include this text in the file name.
- D. The specific content on each page of the document that constitutes Privileged Material and/or CEII must also be clearly identified. For example, lines or individual words or numbers that include both Privileged Material and CEII shall be prefaced and end with “BEGIN CUI//CEII//PRIV” and “END CUI//CEII//PRIV”.

12. If any Participant desires to include, utilize, or refer to Privileged Material or information derived from Privileged Material in testimony or other exhibits during a hearing in this proceeding in a manner that might require disclosure of such materials to persons other than Reviewing Representatives, that Participant first must notify both counsel for the disclosing Participant and the Presiding Judge, and identify all such Privileged Material. Thereafter, use of such Privileged Material will be governed by procedures determined by the Presiding Judge.

13. Nothing in this Protective Agreement shall be construed as precluding any Participant from objecting to the production or use of Privileged Material and/or CEII on any appropriate ground.

14. Nothing in this Protective Agreement shall preclude any Participant from requesting the Presiding Judge (or the Chief Judge in the Presiding Judge’s absence or where no presiding judge is designated), the Commission, or any other body having appropriate authority, to find this Protective Agreement should not apply to all or any materials previously designated Privileged Material pursuant to this Protective Agreement. The Presiding Judge (or the Chief Judge in the Presiding Judge’s absence or where no presiding judge is designated), the Commission, or any other body having appropriate authority may alter or amend this Protective Agreement as circumstances warrant at any time during the course of this proceeding.

15. Each Participant governed by this Protective Agreement has the right to seek changes in it as appropriate from the Presiding Judge (or the Chief Judge in the Presiding

Judge's absence or where no presiding judge is designated), the Commission, or any other body having appropriate authority.

16. Subject to Paragraph 18, the Presiding Judge (or the Chief Judge in the Presiding Judge's absence or where no presiding judge is designated), or the Commission shall resolve any disputes arising under this Protective Agreement pertaining to Privileged Material according to the following procedures. Prior to presenting any such dispute to the Presiding Judge, the Chief Judge or the Commission, the Participants to the dispute shall employ good faith best efforts to resolve it.

- A. Any Participant that contests the designation of material as Privileged Material shall notify the Participant that provided the Privileged Material by specifying in writing the material for which the designation is contested.
- B. In any challenge to the designation of material as Privileged Material, the burden of proof shall be on the Participant seeking protection. If the Presiding Judge, the Chief Judge, or the Commission finds that the material at issue is not entitled to the designation, the procedures of Paragraph 18 shall apply.
- C. The procedures described above shall not apply to material designated by a Participant as CEII. Material so designated shall remain subject to the provisions of this Protective Agreement, unless a Participant requests and obtains a determination from the Commission's CEII Coordinator that such material need not retain that designation.

17. The designator will have five (5) days in which to respond to any pleading requesting disclosure of Privileged Material. Should the Presiding Judge, the Chief Judge, or the Commission, as appropriate, determine that the information should be made public, the Presiding Judge, the Chief Judge, or the Commission will provide notice to the designator no less than five (5) days prior to the date on which the material will become public. This Protective Agreement shall automatically cease to apply to such material on the sixth (6th) calendar day after the notification is made unless the designator files a motion with the Presiding Judge, the Chief Judge, or the Commission, as appropriate, with supporting affidavits, demonstrating why the material should continue to be privileged. Should such a motion be filed, the material will remain confidential until such time as the interlocutory appeal or certified question has been addressed by the Motions Commissioner or Commission, as provided in the Commission's regulations, 18 C.F.R. §§ 385.714, .715. No Participant waives its rights to seek additional administrative or judicial remedies after a Presiding Judge or Chief Judge decision regarding Privileged Material or the Commission's denial of any appeal

thereof or determination in response to any certified question. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Privileged Material and/or CEII in the files of the Commission.

18. Privileged Material and/or CEII shall remain available to Participants until the later of 1) the date an order terminating this proceeding no longer is subject to judicial review, or 2) the date any other Commission proceeding relating to the Privileged Material and/or CEII is concluded and no longer subject to judicial review. After this time, the Participant that produced the Privileged Material and/or CEII may request (in writing) that all other Participants return or destroy the Privileged Material and/or CEII. This request must be satisfied with within fifteen (15) days of the date the request is made. However, copies of filings, official transcripts and exhibits in this proceeding containing Privileged Material, or Notes of Privileged Material, may be retained if they are maintained in accordance with Paragraph 5 of this Protective Agreement. If requested, each Participant also must submit to the Participant making the request an affidavit stating that to the best of its knowledge it has satisfied the request to return or destroy the Privileged Material and/or CEII. To the extent Privileged Material and/or CEII are not returned or destroyed, they shall remain subject to this Protective Agreement.

19. Regardless of any order terminating this proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by a Presiding Judge, the Chief Judge, or the Commission. All CEII designations shall be subject to the “[d]uration of the CEII designation” provisions of 18 C.F.R. § 388.113(e).

20. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order and/or the regulations of the Commission.

**IN WITNESS WHEREOF**, [participant] has caused its authorized representative to execute this Protective Agreement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

\_\_\_\_\_)  
)  
Freeman Solar, LLC, )  
)  
Complainant, )  
)  
v. ) Docket No. EL26-\_\_\_\_\_  
)  
PJM Interconnection, L.L.C., )  
)  
Respondent. )  
)  
\_\_\_\_\_)

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Privileged Material and/or Critical Energy/Electric Infrastructure Information (CEII) is provided to me pursuant to the terms and restrictions of the Protective Agreement in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Privileged Material and/or CEII, any notes or other memoranda, or any other form of information that copies or discloses such materials, shall not be disclosed to anyone other than in accordance with the Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order and/or the regulations of the Federal Energy Regulatory Commission.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT G

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

---

**Freeman Solar, LLC,**

**Complainant,**

**v.**

**PJM Interconnection, L.L.C.,**

**Respondent.**

---

**Docket No. EL26-\_\_\_\_\_**

**NOTICE OF COMPLAINT**

(                    )

Take notice that on May 11, 2026, Freeman Solar, LLC (“Freeman Solar” or “Complainant”) filed a formal complaint (“Complaint”) against PJM Interconnection, L.L.C. (“PJM” or “Respondent”) pursuant to Sections 206, 306, and 309 of the Federal Power Act (“FPA”), 16 U.S.C. §§ 824e, 825e, 825h (2024), and Rules 206 and 212 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) Rules of Practice and Procedure, 18 C.F.R. §§ 385.206 and 385.212.

In its Complaint, Freeman Solar asserts that PJM has acted unjustly, unreasonably, and in an unduly discriminatory manner by proposing to allocate approximately \$40.5 million in Network Upgrade costs to the Freeman Solar Project for two transmission constraints that were overloaded in PJM’s Powerflow Models before the Freeman Solar Project was added, in violation of PJM Tariff Sections 307.A.5.a, 307.A.5.c, PJM Manual 14H, Attachment B, and the Commission’s longstanding cost causation principle and associated precedent.

Freeman Solar respectfully requests that the Commission: (1) find that PJM’s estimated allocation of approximately \$40.5 million in Network Upgrade costs to the Freeman Solar Project violates PJM Tariff Sections 307.A.5.a, 307.A.5.c, PJM Manual 14H, Attachment B, and the Commission’s longstanding cost causation principles, and is unjust, unreasonable, and unduly discriminatory pursuant to FPA Section 206; (2) direct PJM to conduct its TC2 Phase II studies in a manner that does not allocate to the Freeman Solar Project costs for Network Upgrades where the Freeman Solar Project did not cause the need for such upgrades; and (3) order any further relief that the Commission deems necessary and appropriate.

Freeman Solar certifies that copies of the Complaint were served on the Respondent’s

contacts listed on the Commission's list of Corporate Officials.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§ 385.211 and 385.214 (2020)). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. The Respondent's answer and all interventions, or protests must be filed on or before the comment date. The Respondent's answer, motions to intervene, and protests must be served on the Complainant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 5 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, DC. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on May 22, 2026.

Kimberly D. Bose,  
Secretary.