UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Freeman Solar, LLC,	)	
Complainant	)	
v.	)	**Docket No. EL26-65-000**
PJM Interconnection, L.L.C.,	)	
Respondent	)	

MOTION TO DISMISS OR, IN THE ALTERNATIVE, ANSWER OF PJM INTERCONNECTION, L.L.C.

Pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission's ("Commission") Rules of Practice and Procedure,[1] and the Commission's May 13, 2026, Combined Notice of Filings #1, PJM Interconnection, L.L.C. ("PJM") files this motion to dismiss the May 12, 2026, Complaint by Freeman Solar, LLC ("Freeman Solar")[2] as premature and unripe for adjudication. As demonstrated herein, the Complaint is plainly speculative and hinges entirely on the potential results of an interconnection study that *has not been released yet*. If the Commission does not dismiss the Complaint as unripe, the Complaint should be denied. Freeman Solar asks the Commission to disregard longstanding Commission precedent regarding just and reasonable cost allocation and seeks preferential treatment over other similarly situated Project Developers. PJM therefore requests that the Commission dismiss the Complaint.

[1] 18 C.F.R. §§ 385.212, 385.213.

[2] *Freeman Solar, LLC v. PJM Interconnection, L.L.C.*, Complaint and Request for Fast Tracking Processing of Freeman Solar, LLC, Docket No. EL26-65-000 (May 12, 2026) ("Complaint").

I. BACKGROUND

A. The Freeman Solar Project

Freeman Solar has proposed to develop a 75-megawatt solar generating facility to be located in Sussex County, Delaware ("Freeman Solar Project").[3] The Freeman Solar Project has been assigned PJM Project Identifier No. AH1-672, and is being evaluated as part of Phase II in Transition Cycle #2.[4] As such, the Freeman Solar Project is subject to the requirements of Tariff, Part VII (Transition Cycle Generation Interconnection Procedure), which governs projects that submitted a valid Interconnection Request to PJM during the period of April 1, 2018, through September 30, 2021, and were not tendered an Interconnection Service Agreement prior to the Transition Date.[5]

PJM is studying the Freeman Solar Project alongside all other Transition Cycle #2 New Service Requests in the Transition Cycle #2 Phase II System Impact Study.[6] In the Phase II System Impact Study, PJM performs retooled load flow analyses, short circuit and stability analyses, and Physical Interconnection Facilities Studies based on Project Developers' Decision Point I outcomes.[7]

[3] Complaint at 5.

[4] *See* PJM Open Access Transmission Tariff ("Tariff"), Part VII, Subpart D, section 311. Capitalized terms not otherwise defined herein have the meaning given to them in the Tariff and Complaint.

[5] Tariff, Part VII, Subpart A, section 300, Definitions.

[6] Tariff, Part VII, Subpart D, section 310(A)(1).

[7] Tariff, Part VII, Subpart D, section 310(A)(1)(a).

B. Transition Cycle #2 Requirements

For a New Service Request to remain in Transition Cycle #2 following the Phase II System Impact Study, PJM must receive, as relevant here, the "Decision Point II Readiness Deposit No. 3," which shall be an amount equal to the greater of:

(a) (i) 20 percent of the cost allocation for the Network Upgrades as calculated in Phase II or (ii) the Readiness Deposit No. 1 paid by the Project Developer or Eligible Customer with its New Service Request during the Application Phase plus the Readiness Deposit No. 2 paid by the Project Developer or Eligible Customer with its New Service Request during Decision Point I; minus

(b) the Readiness Deposit No. 1 amount paid by the Project Developer with its New Service Request during the Application Phase, plus the Readiness Deposit No. 2 amount paid by the Project Developer or Eligible Customer with its New Service Request during Decision Point I.[8]

The Decision Point II Readiness Deposit No. 3 must be received by the close of Decision Point II.[9] If the Project Developer elects not to provide the Decision Point II Readiness Deposit No. 3, the Project Developer may withdraw its New Service Request with the option to resubmit its project in a later Cycle.[10]

As part of the Phase II System Impact Study analysis, PJM determines the minimum amount of Network Upgrades required to resolve each reliability criteria violation in Transition Cycle #2 by studying the impact on Transition Cycle #2 in its entirety.[11] In accordance with the Tariff's cost allocation requirements for Network

[8] Tariff, Part VII, Subpart D, section 311(A)(1)(b)(ii)(a)-(b).

[9] As defined in the Tariff, "Decision Point II" means "the time period that commences on the first Business Day immediately following Phase II of a Cycle, and shall end within 30 calendar days; however, if the 30th does not fall on a Business Day, this time period shall conclude on the next Business Day." Tariff, Part VII, Subpart A, section 300, Definitions D. Phase II closed on December 20, 2024; accordingly, Decision Point II ended on January 21, 2025, the next Business Day following expiration of the thirty-day calendar period.

[10] Tariff, Part VII, Subpart D, section 311(B)(1).

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

Upgrades,[12] each Project Developer "shall . . . 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 . . . ."[13] PJM determines these costs based on each New Service Request's contribution to the reliability violation identified on the Transmission System.[14] If a New Service Request's impact exceeds the threshold for contribution to a Network Upgrade as outlined in PJM Manual 14H, it will receive a share of the cost allocation for that Network Upgrade.[15] The Tariff explicitly prohibits inter-Cycle cost allocation for Network Upgrades.[16] In other words, if Network Upgrade costs are identified for Transition Cycle #2, those costs are allocated exclusively to projects within Transition Cycle #2.[17]

In the Phase I System Impact Study Report, the Freeman Solar Project was allocated approximately $6.5 million in estimated Network Upgrade costs.[18] The Phase II System Impact Study reports for Transition Cycle #2, which will identify the minimum Network Upgrades required for each Transition Cycle #2 New Service Request, are scheduled to be publicly posted on June 5, 2026. To remain in Transition Cycle #2, Project

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

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

[14] Interconnection Projects Department, *PJM Manual 14H: New Service Requests Cycle Process*, PJM Interconnection, L.L.C., Attachment B (rev. 03, July 26, 2023), https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.ashx ("PJM Manual 14H").

[15] *Id.*

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

[17] PJM Manual 14H, section 4.2.6 (Cost Allocation for Network Upgrades).

[18] *AH1-672 Phase I Study Report*, PJM Interconnection, L.L.C. (Oct. 29, 2025), https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE_1/AH1-672/AH1-672_imp_PHASE_1.htm.

Developers in Transition Cycle #2 must provide to PJM their Decision Point II Readiness Deposit No. 3 by July 7, 2026.[19]

C. The Complaint

The Complaint states that beginning in February 2026, Freeman Solar's internal transmission and interconnection team began analyzing PJM's powerflow models and concluded that the Freeman Solar Project's assigned Network Upgrade costs would increase to an estimated $53.5 million.[20] Freeman Solar then engaged a third-party consultant to evaluate the powerflow models and "preliminarily identified" two constraints that were more than 100% loaded prior to being added to the Phase II System Impact Study powerflow models.[21] Freeman Solar states that it identified these preliminarily identified overloads to PJM and filed a Notice of Dispute on April 9, 2026.[22] As part of discussions related to the Notice of Dispute, PJM explained that in accordance with the Tariff, no further engagement regarding the allocation of Network Upgrade costs to the Freeman Solar Project would occur until the release of the Phase II System Impact Study results.[23]

The Complaint requests that the Commission (1) find that "*PJM's estimated allocation*" of $40.5 million in Network Upgrade costs to the Freeman Solar Project is unjust, unreasonable, and inconsistent with principles of cost causation; and (2) direct PJM to "conduct its [Transition Cycle #2] Phase II studies in a manner that does not allocate the Network Upgrades costs in question to Freeman Solar;" or remove the "impermissible Network Upgrade costs being wrongly allocated to Freeman Solar" from the upcoming

[19] Tariff, Part VII, Subpart D, section 311(A)(1)(b).

[20] *See* Complaint at 5-6.

[21] Complaint at 6.

[22] Complaint at 8.

[23] Complaint at 9.

Phase III System Impact Studies.[24] The Complaint further requests fast track processing and a shortened comment period because Freeman Solar "faces imminent, concrete deadlines imposed by PJM's interconnection process that threaten irreparable financial harm."[25]

II. MOTION TO DISMISS

Under section 206 of the Federal Power Act ("FPA"), "a complainant has the 'burden of proof to show that any rate, charge, classification, rule, regulation, practice, or contract is unjust, unreasonable, unduly discriminatory, or preferential.'"[26] The Commission has made clear that it is "not inclined" to decide complaints that "are speculative," or "would require [the Commission] to adjudicate future actions that [an Regional Transmission Organization] may take under the provisions of its tariff."[27] Similarly, the Commission dismisses complaints that make no allegations of actual harm and instead "advance[] theoretical concerns that [Complainant] could in the future be harmed;"[28] or that "do[] not present a ripe controversy due to the speculative nature of [Complainant]'s allegations and the lack of sufficient evidence of harm."[29] Applying those holdings here requires that the Commission dismiss the Complaint as premature.

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[24] Complaint at 4 (emphasis added).

[25] Complaint at 15.

[26] *NextEra Energy Res., LLC v. ISO New Eng., Inc.*, 156 FERC ¶ 61,150, at P 16 (2016).

[27] *CSOLAR IV South, LLC v. Cal. Indep. Sys. Operator Corp.*, 142 FERC ¶ 61,250, at P 47 (2013) ("*CSOLAR IV*").

[28] *Sw. Gas Corp. v. El Paso Nat. Gas Co.*, 61 FERC ¶ 61,368, at 62,464 (1992) ("*Southwest Gas*"), *reh'g denied*, 63 FERC ¶ 61,111 (1993*)*, *petition for review denied sub nom. Sw. Gas Corp. v. FERC*, 40 F.3d 464 (D.C. Cir. 1994).

[29] *Mich. Elec. Transmission Co., LLC v. Midcontinent Indep. Sys. Operator, Inc.*, 156 FERC ¶ 61,025, at P 16 (2016) ("*Michigan Electric*").

The entire premise of the Complaint hinges on Freeman Solar's allegation that PJM is "*expected to* impermissibly allocate approximately $40.5 million of Network Upgrade costs" in the forthcoming Transition Cycle #2 Phase II System Impact Study results.[30] That allegation is based solely on Freeman Solar's *independently conducted analyses* of PJM's powerflow models for the Transition Cycle #2 Phase II System Impact Study.[31] As Freeman Solar admits, the Phase II System Impact Study reports for Transition Cycle #2 have not been released, and will not be released until June 5, 2026.[32] As such, *all claims* in the Complaint regarding identified constraints, estimated costs and cost allocations for Network Upgrades resulting from the Phase II System Impact Study lack any evidence because they may (or may not) occur *in the future*.[33] The Complaint "would require [the Commission] to adjudicate future actions that [PJM] may take;"[34] "advances theoretical concerns that [Freeman Solar] could in the future be harmed;"[35] and "does not present a ripe controversy;"[36] thus warranting dismissal under Commission precedent. Freeman Solar's speculative allegations fail to satisfy its burden under FPA section 206, and the Complaint should therefore be dismissed.

[30] Complaint at 2 (emphasis added).

[31] Complaint at 7-8.

[32] Complaint at 2.

[33] *See, e.g.*, Complaint at 13 ("By information and belief, Freeman Solar believes that the impermissible, upcoming estimated allocation of Network Upgrade costs to the Freeman Solar Project will occur . . . ." (emphasis added)).

[34] *CSOLAR IV* at P 47.

[35] *Southwest Gas* at 62,464.

[36] *Michigan Electric* at P 16.

III. ANSWER

If the Complaint is not dismissed for lack of ripeness, the Commission should dismiss the Complaint on the merits. Cost-causation arguments of the same type as Freeman Solar's have already been expressly addressed and summarily rejected by the Commission and can readily be dismissed here.

A. Freeman Solar's Cost Causation Arguments Ignore How PJM Develops Its Models and the Reasons a Facility May Be Overloaded in a Base Case

Under "but for" cost allocation, interconnection customers are allocated the costs for Network Upgrades that would not have been needed but for the interconnection of the interconnection customer's generating facility.[37] PJM's Network Upgrade cost allocation requirements for Transition Cycle #2 are aligned with this bedrock principle: each Project Developer "shall . . . 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 . . . ."[38]

Freeman Solar argues that allocation of costs to alleviate the constraints identified in the Complaint cannot comport with "but for" cost causation because those constraints already were overloaded in the Transition Cycle #2 base case powerflow model.[39] Freeman Solar therefore argues that the Freeman Solar Project did not cause or contribute to the

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[37] *See Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, 104 FERC ¶ 61,103, at P 694 (2003), (finding that "it is appropriate for the Interconnection Customer to pay initially the full cost of . . . Network Upgrades that would not be needed but for the interconnection"), *order on reh'g*, Order No. 2003-A, 106 FERC ¶ 61,220, *order on reh'g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004), *order on reh'g*, Order No. 2003-C, 111 FERC ¶ 61,401 (2005), *aff'd sub nom. Nat'l Ass'n of Regul. Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230 (2008); *Midwest Indep. Transmission Sys. Operator, Inc.*, 129 FERC ¶ 61,019, at P 23 (2009).

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

[39] Complaint at 11.

need for the Network Upgrades.[40] This argument reflects a fundamental misunderstanding of the variables and assumptions that underlie development of PJM's powerflow models for interconnection studies.

Contrary to Freeman Solar's argument, the fact that a constraint was overloaded in the Transition Cycle #2 base case before the Transition Cycle #2 projects were added does not mean that projects modeled in the Regional Transmission Expansion Plan ("RTEP") are responsible for the overload. In accordance with its modeling procedures, and as explained to stakeholders, PJM built the Transition Cycle #2 powerflow model using the completed 2028 RTEP powerflow model.[41] PJM then loaded any previously queued New Service Requests that executed service agreements after the 2028 RTEP powerflow model was completed, i.e., the Transition Cycle #1 projects, into the 2028 RTEP powerflow model. The 2028 RTEP powerflow model did not already include New Service Requests with executed Generator Interconnection Agreements that were part of Transition Cycle #1, because those projects were studied using a powerflow model built on the 2027 RTEP powerflow model.[42]

Along with the addition of Transition Cycle #1 New Service Requests, PJM also adds to the 2028 RTEP powerflow model certain "pre-loading" assumptions applicable to Transition Cycle #2. These "pre-loading" assumptions account for variables such as

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[40] Complaint at 2, 12-13.

[41] *See Transition Cycle 2 Phase I Model Posting*, PJM Interconnection, L.L.C., 2 (June 6, 2025), https://www.pjm.com/planning/m/-/media/F7D5C5E1AAB3449A926A4D3431570322.ashx (Phase I Model Questions).

[42] *See* Transmission Planning Department, *PJM Manual 14B: PJM Region Transmission Planning Process*, section 2.4, PJM Interconnection, L.L.C. (rev. 59, Apr. 22, 2026), https://www.pjm.com/-/media/DotCom/documents/manuals/m14b.pdf ("Expansion plans that result from New Service Request evaluations are incorporated into the RTEP once a New Service Request's applicable final agreement has been executed. In addition, if needed to satisfy assumed planning reserve requirements for future planning year analyses, generators in Phase III System Impact Study may also be included. Only the generators with completed signed final agreements, however, are allowed to be used to alleviate constraints.").

system topology; modeling changes, interchange between PJM and non-PJM control areas; deactivations, retirements, and changes in status of planned deactivations; controllable interface set-points; and other factors. All of the additions to the 2028 RTEP powerflow model—the Transition Cycle #1 projects and the Transition Cycle #2 pre-loading assumptions—to create the Transition Cycle #2 base case will inevitably change the extent to which a facility is loaded in the Transition Cycle #2 base case as compared to when it was studied as part of the 2028 RTEP powerflow model development. As such, any constraints in the Transition Cycle #2 powerflow model that were not previously identified in the most recent RTEP study or the last interconnection study performed before Transition Cycle #2 (i.e., the Transmission Cycle #1 Phase III System Impact Study) are not "pre-existing constraints" exempt from cost allocation but reflect changes between the 2028 RTEP powerflow model and the Transition Cycle #2 base case. Constraints identified in the Transition Cycle #2 model therefore properly are the responsibility of any Transition Cycle #2 Project Developer whose project meets the cost allocation contribution criteria.[43] In addition, because the cost allocation requirements applicable to Transition Cycle #2 do not permit inter-Cycle cost sharing, each Project Developer is responsible to pay 100% of the Network Upgrade costs it is assigned.[44]

B. The Commission Has Found that Allocation of Costs for Network Upgrades to Address Overloads Already Present in the Base Case Is Just and Reasonable

The Commission recently contended with the issue of overloaded facilities in the base case in *Tenaska Clear Creek*, where it considered how the Southwest Power Pool,

[43] Tariff, Part VII, Subpart D, section 307(A)(5)(c); PJM Manual 14H, Attachment B, section B.3.1 (Load Flow Cost Allocation Method).

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

Inc. ("SPP") allocates to later-in-time interconnection requests the costs of Network Upgrades needed to address overloads existing in a "pre-transfer" case (the equivalent of the Transition Cycle #2 base case at issue here).[45] The Commission concluded that SPP's practice of assigning the costs of Network Upgrades when a transmission facility is overloaded in the pre-transfer case, prior to the addition of the interconnection request under study, is just and reasonable.[46] The Commission further found that it was just and reasonable for SPP to assign the full cost of a Network Upgrade only to those customers who meet or exceed SPP's minimum threshold for cost allocation, "so that interconnection customers do not bear cost responsibility for *de minimis* impacts on transmission facilities."[47] On appeal, the United States District Court of Appeals for the District of Columbia Circuit agreed, holding that Commission reasonably concluded that SPP's methodology comports with principles of "but for" cost allocation.[48]

The arguments in the Complaint mirror the facts at issue in *Tenaska Clear Creek*. Here, as in *Tenaska Clear Creek*, PJM is studying Transition Cycle #2 using a base case that includes assumptions that may result in "pre-overloads," i.e., overloads that exist in the base case model before adding the Transition Cycle #2 projects, on certain facilities, even though those overloads were not previously identified in RTEP models or other interconnection study models. These "pre-overloads" can result from changes in the variables that underlie PJM's modeling assumptions or the addition of interconnection

[45] *Tenaska Clear Creek Wind, LLC v. Sw. Power Pool, Inc.*, 180 FERC ¶ 61,160 (2022) ("*Tenaska Clear Creek*"), *order on reh'g*, 182 FERC ¶ 61, 084 (2023), *aff'd sub nom. Tenaska Clear Creek Wind, LLC v. FERC*, 108 F.4th 858 (D.C. Cir. 2024).

[46] *See Tenaska Clear Creek* at P 99.

[47] *Id.*

[48] *Tenaska Clear Creek Wind, LLC*, 108 F.4th at 870-71.

requests that became eligible for inclusion in the RTEP model after the relevant RTEP model was completed. The facilities at issue in the Complaint may be overloaded more than 100% in the Transition Cycle #2 base case but that does not mean that allocating the costs of Network Upgrades identified as required to resolve those overloaded facilities to Transition Cycle #2 projects is unjust and unreasonable.

C. Freeman Solar Does Not Support Its Request for Immediate Relief

Not only does the Complaint ask the Commission to reverse itself on settled law, it also asks the Commission to find that Freeman Solar is somehow uniquely situated among Transition Cycle #2 Project Developers such that relief is warranted. Freeman Solar claims that it faces imminent, concrete deadlines imposed by PJM's interconnection process that threaten irreparable financial harm" if the Commission fails to act by the July 7, 2026 deadline for Readiness Deposit No. 3.[49] Absent Commission action, Freeman Solar asserts that it will be forced to either post an "inflated and immediately non-refundable" Readiness Deposit or decline to post the full deposit and jeopardize the Freeman Solar Project's position in Transition Cycle #2.[50] Nothing in these claims warrants the requested relief, and the Complaint should therefore be denied.

First, Freeman Solar's claims of "irreparable financial harm" are as speculative as its assertions regarding the results of the Transition Cycle # 2 Phase II System Impact Study. As discussed above, the potential Network Upgrade costs asserted in the Complaint are based solely on analyses that Freeman Solar undertook itself or in conjunction with a third party contractor. Those analyses were not prepared under the supervision of PJM personnel, and PJM has not independently verified the analyses presented in the Complaint.

[49] Complaint at 14-15.

[50] Complaint at 15.

The results of the Phase II System Impact Study will not be released until June 5, 2026, rendering premature all claims as to what will be included in those results. Therefore, Freeman Solar's claims of "financial harm" based on the results of the Phase II System Impact Study for Transition Cycle #2 are baseless and cannot support the requested relief.

Second, Freeman Solar's position is not unique. Regardless of the results of the Phase II System Impact Study, Freeman Solar, like all other Project Developers, will be required to either post Decision Point II Readiness Deposit No. 3 by July 7, 2026, or withdraw its New Service Request from Transition Cycle #2.[51] For the very reasons of which Freeman Solar complains (i.e., Network Upgrade costs and their effect on a project's viability), the Tariff provides Project Developers with thirty days to evaluate the results of the Phase II System Impact Study and determine whether to proceed to Phase III. The Freeman Solar Project is in the same position as all other Transition Cycle #2 New Service Requests, and Freeman Solar has made no demonstration as to why it alone should be excused from compliance with the requirements of Decision Point II. The Commission therefore should deny the Complaint.

IV. ADMISSIONS AND DENIALS PURSUANT TO 18 C.F.R. § 385.213(c)(2)(i)

Pursuant to Rule 213(c)(2)(i) of the Commission's Rules of Practice and Procedure, PJM affirms that any allegation in the Complaint that is not specifically and expressly admitted above is denied.

V. AFFIRMATIVE DEFENSES PURSUANT TO 18 C.F.R. § 385.213(c)(2)(ii)

PJM's affirmative defenses are set forth above in this answer.

[51] Tariff, Part VII, Subpart D, section 311(B).

VI. COMMUNICATIONS AND SERVICE

PJM requests that the Commission place the following individuals on the official service list for this proceeding: [52]

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[52] To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

VII. CONCLUSION

For the reasons set forth above, PJM requests that the Commission dismiss the Complaint or, to the extent it does not dismiss it, summarily reject it as unfounded and contrary to Commission precedent.

Respectfully submitted,

/s/ Wendy B. Warren

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June 1, 2026

CERTIFICATE OF SERVICE

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

Dated at Washington, D.C., this 1st day of June 2026.

/s/ Elizabeth P. Trinkle
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