

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

Agilintas Energy, Inc., on behalf of
Tygart, LLC, Complainant,

v.

PJM Interconnection, L.L.C.
Respondent.

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Docket No. EL26-105-000

**ANSWER AND REQUEST FOR PRIVILEGED TREATMENT OF MATERIAL
OF PJM INTERCONNECTION, L.L.C.**

Pursuant to Rule 213 of the Federal Energy Regulatory Commission's ("Commission") Rules of Practice and Procedure,¹ PJM Interconnection, L.L.C. ("PJM"), submits this Answer to the Complaint filed by Agilintas Energy, Inc ("Agilintas" or "Complainant"), on behalf of Tygart, LLC.² The Commission should deny the Complaint.

The Complaint alleges PJM's withdrawal of the Tygart Hydroelectric Project (No. C01-1716) ("Tygart") violated section 403 of its Tariff and seeks restoration of its position in Cycle 01.³ However, in the application and subsequent attempts to cure for this project, Agilintas presented shifting megavolt-ampere ("MVA") ratings for Tygart's main power transformer ("MPT"), making it impossible for PJM to complete a base case model for this project. This was the principal reason for PJM's withdrawal of Tygart.

¹ 18 C.F.R. § 385.213.

² *Agilintas Energy, Inc. v. PJM Interconnection, L.L.C.*, Complaint and Request for Fast Track Processing of Agilintas Energy, Inc., Docket No. EL26-105-000 (Sep. 4, 2026) ("Complaint"). The Complaint was brought pursuant to Federal Power Act ("FPA") sections 206, 306, and 309. 16 U.S.C. §§ 824e, 825e, 825h. Capitalized terms not defined herein shall have the meaning set forth in the PJM Open Access Transmission Tariff ("Tariff").

³ Complaint at 2.

The Tariff provides only one opportunity to correct deficiencies because, among other things, PJM must incorporate an individual project's respective models into the overall model for the Cycle within the requisite timeframe.⁴ Here, PJM unsuccessfully attempted to clarify the MVA base ratings for Tygart after the single formal cure period had elapsed. Nonetheless, requiring multiple rounds of back-and-forth with Applicants would drastically expand the study process for each Cycle, delaying the construction of critically needed generation resources. The Commission should be extremely reticent to require what could amount to an endless round of deficiency reviews, particularly given the significant impact both on other projects in the Cycle that are dependent on timely processing, and the overall goal that the Commission has directed to drive even faster processing of interconnection requests.⁵ The remedy that Agilitas seeks has significant negative implications for timely processing of Cycle 01 and potentially other cycles going forward.

As a complainant under FPA section 206, Agilitas has the burden of showing that the Tariff or PJM's practices are unjust, unreasonable, unduly discriminatory, or

⁴ Interconnection Projects Department, *PJM Manual 14H: New Service Requests Cycle Process*, PJM Interconnection, L.L.C., section 2.9 (Aug. 19, 2026), <https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.pdf> [<https://perma.cc/P92Y-JGP8>] ("PJM Manual 14H") ("During the Application Review Phase, and at least 30 days prior to initiating Phase I of the Cycle, PJM will post the Phase I base case data for review. Specifically, the PSSE summer peak base case model for the Cycle will be available to comply with Tariff, Part VII, Subpart E, section 318 or Tariff, Part VIII, Subpart E, section 416."). Phase I will begin on September 28, 2026. See *Planning*, PJM Interconnection, L.L.C., <https://www.pjm.com/planning> [<https://perma.cc/ELR3-HWF3>] (scroll to "Cycle Timeline" chart at bottom of website page, select "Cycle 01" in the "Select Cycle" window) (last visited Sep. 22, 2026).

⁵ See, e.g., *Improvements to Generator Interconnection Procedures and Agreements*, Order No. 2023, 184 FERC ¶ 61,054, at P 37 ("Absent reform, the current interconnection process will continue to cause interconnection queue backlogs, longer development timelines, and increased uncertainty regarding the cost and timing of interconnecting to the transmission system. These backlogs and delays, and the resulting timing and cost uncertainty, hinder the timely development of new generation and thereby stifle competition in the wholesale electric markets resulting in rates, terms, and conditions that are unjust, unreasonable, and unduly discriminatory or preferential."), *limited order on reh'g*, 185 FERC ¶ 61,063 (2023), *order on reh'g & clarification*, Order No. 2023-A, 186 FERC ¶ 61,199, *errata notice*, 188 FERC ¶ 61,134 (2024), *aff'd sub nom.*, *Advanced Energy United v. FERC*, 2026 U.S. App. LEXIS 23001 (D.C. Cir. July 31, 2026).

preferential.⁶ Moreover, any “replacement” practice must be just and reasonable.⁷ Agilitas has not shown that PJM’s actions with respect to Tygart are unjust and unreasonable. Agilitas has not shown that PJM violated its Tariff, because, even after a formal attempt to cure, followed by an additional attempt by PJM to clarify the MPT MVA base ratings, PJM was left with three inconsistent ratings for the MVA base of the MPT in Tygart’s application materials. Additionally, the remedy proposed by the Complaint, reinstatement in Cycle 01, would inject uncertainty into the interconnection process for all other projects in the process by delaying Cycle 01 by up to two months, which will delay all subsequent cycles.⁸ The Commission therefore should deny the Complaint.

I. BACKGROUND

A. Application Requirements and Deficiency Review Under Tariff, Part VIII

Beginning with Cycle 01, Project Developers seeking to interconnect to the PJM Transmission System are subject to the requirements of Tariff, Part VIII.⁹ To be considered in a Cycle, all Project Developers must submit a Completed Application prior to the Cycle’s Application Deadline that includes all information required under the Tariff, as

⁶ 16 U.S.C. § 824e(b) (“[T]he burden of proof to show that any rate, charge, classification, rule, regulation, practice, or contract is unjust, unreasonable, unduly discriminatory, or preferential shall be upon the Commission or the complainant.”).

⁷ 16 U.S.C. § 824e(a) (stating that if the Commission finds the complained about rate or practice to be “unjust, unreasonable, unduly discriminatory or preferential, the Commission shall determine the just and reasonable rate, charge, classification, rule, regulation, practice, or contract to be thereafter observed and in force, and shall fix the same by order”).

⁸ The need for finality in the deficiency review process given the tight timelines that PJM must meet as part of its Cycle process is not dissimilar to the Commission’s own deficiency notice process when handling an FPA section 205 filing. Commission staff issue a deficiency notice and the applicant responds. But the Commission is not required to keep issuing follow up notices if it deems the applicant’s response inadequate nor is the Commission limited to ultimately accepting or rejecting the application based solely on issues identified in the Commission staff’s deficiency notice. Just as the Commission provides only a single opportunity to cure to meet its tight 60-day FPA section 205 timelines, so too must PJM act on the response to the deficiency rather than engaging in endless back and forth inquiries that would delay processing of the entire Cycle.

⁹ See generally Tariff, Part VIII, Subpart A, section 401.

detailed further in the Application and PJM’s Manuals.¹⁰ PJM reviews, and validates or rejects, each New Service Request during the Application Phase, prior to proceeding to Phase I of the corresponding Cycle.¹¹ If an Application fails to satisfy the requirements for a Completed Application, it will not proceed beyond the Application Phase of a Cycle.¹²

After the close of the Application Deadline, PJM begins the Application Review Phase, wherein it evaluates all Applications from Project Developers to determine whether deficiencies are present, including deficiencies with the dynamic model. The deficiency review process spelled out in Tariff, Part VIII, Subpart B, section 403, is as follows:

1. PJM exercises Reasonable Efforts to inform Applicant of Application deficiencies within 15 Business Days after the Application Deadline.
2. Applicant then has 10 Business Days to respond to PJM’s deficiency determination.
3. PJM exercises Reasonable Efforts to review Applicant’s response within 15 Business Days, and then will either validate or reject the Application.¹³

Although Cycle 01 is the first Cycle to be processed under Tariff, Part VIII, the deficiency review process has not meaningfully changed from PJM’s prior interconnection processes,¹⁴ nor from Transition Cycle Nos. 1 and 2.¹⁵ As PJM explained to the

¹⁰ Tariff, Part VIII, Subpart B, section 403(A).

¹¹ *Id.*

¹² *Id.* (PJM “will review and validate New Service Requests Only valid New Service Requests will proceed past the Application Phase”).

¹³ Tariff, Part VIII, Subpart B, sections 403(B)(1)(a)-(c).

¹⁴ *See, e.g., PJM Interconnection, L.L.C., Tariff Revisions for Interconnection Process Reform, Request for Commission Action by October 3, 2022, and Request for 30-Day Comment Period, Docket No. ER22-2110-000, Appendix 2 (PJM Interconnection Process Filings) at 3 (June 14, 2022) (“IPRTF Filing”)* (citing reforms adopted in Docket Nos. ER16-2518-000, -001, in which PJM filed revised tariff provisions to address delays in the interconnection process by revising its application deficiency rules to increase efficiency and shorten the time for an Interconnection Customer to receive a Queue Position).

¹⁵ Tariff, Part VII, Subpart C, section 306(B).

Commission in proposing the reforms that resulted in the Cycle process, the single deficiency review, along with the single response opportunity, serves as a critical gate that is consistent with the goal of moving the interconnection process along faster by embracing and enforcing a “first-ready, first-served” consideration. The single 10-Business Day deficiency review process reinforces the goal of ensuring that submitted New Service Requests meet the requirement to be “first-ready” so that they can be “first-served” through a Cycle process that moves forward consistent with Tariff-imposed deadlines.¹⁶ The deficiency review process is also repeated in future Phases of a Cycle to prevent non-viable projects from tying up valuable headroom on the Transmission System that potentially could have been used for other, viable projects.¹⁷

B. Dynamic Modeling Requirements

As relevant to the Complaint, a Completed Application must “[s]pecify [the] requested Maximum Facility Output and Capacity Interconnection Rights” and “[p]rovide a detailed description of the equipment configuration and electrical design specifications for the Generating Facility”¹⁸ In order to produce such specifications, Applicants must submit a dynamic model package for each New Service Request. The dynamic model is used to perform stability studies, which measure disturbances in power flows from the specific generator being studied. Stability studies are essential to ensure that a proposed Generating Facility does not create disturbances on the grid, which could lead to other generators tripping offline in rapid succession and cause reliability concerns. Stability

¹⁶ See IPRTF Filing at 1, 47.

¹⁷ IPRTF Filing at 47 (explaining the need for gating mechanisms to deter speculation); see also *PJM Interconnection, L.L.C.*, 181 FERC ¶ 61,162 (2022) (accepting interconnection process reforms) (“November 2022 Order”), *order on reh’g*, 184 FERC ¶ 61,006 (2023), *aff’d sub nom., Hecate Energy LLC v. FERC*, 126 F.4th 660 (D.C. Cir. 2025).

¹⁸ Tariff, Part VIII, Subpart B, sections 403(A)(1)(i), (k).

studies also ensure that each Generating Facility in a Cycle is designed and built in accordance with applicable North American Electric Reliability Corporation (“NERC”), PJM, and Transmission Owner standards.¹⁹ Once an Applicant’s dynamic model is tested and validated, it is then used to build a model of the entire Cycle (i.e., the Cycle 01 Base Case), which is used in the interconnection studies in future Phases of the process.

Dynamic model data must be submitted in accordance with the DMDG, which is available for public review on the PJM website.²⁰ Regarding the configuration of the dynamic model, Section 5.2 of the DMDG instructs that “[t]he data and information provided in the [Data Application Platform] shall match the data and parameters provided as the model for the project.”²¹ Section 5.2.1 requires the applicant to provide the saturation curves, which graph the generator’s field current against the terminal voltage. The saturation curve represents the magnetic saturation characteristics of the generator. The DMDG requires the applicant to “[e]nsure correct transformer MVA base is provided” for the power flow model and “[i]nclude the winding configuration” of the main station transformer.²²

Section 7.3 of the DMDG requires that the power flow and dynamic models “*for any type of generator* must be usable by the Siemens PTI PSS/E software platform to perform the simulation.”²³ PJM Manual 14H, which provides additional guidance on

¹⁹ Interconnection Analysis and Interconnection Planning Analysis Departments, *PJM Dynamic Model Development Guidelines for Interconnection Analysis*, PJM Interconnection, L.L.C., section 2.0 (rev. 2.1, Mar. 10, 2026), <https://www.pjm.com/-/media/DotCom/planning/services-requests/pjm-dynamic-model-development-guidelines.ashx> [<https://perma.cc/96Z3-EGPN>] (“DMDG”).

²⁰ *See generally id.*

²¹ DMDG at section 5.2.

²² DMDG at section 5.2.2.1. For purposes of this Answer, “main station transformer” in the DMDG and “MPT” are used interchangeably.

²³ DMDG at section 7.3 (emphasis added).

Application requirements, reiterates the importance of complying with the DMDG and specifically states that failure to adhere to the requirements will result in withdrawal.²⁴ Importantly, while revisions to the DMDG have occurred since their adoption in 2023, the substantive requirements, including the requirement to submit a model that is usable by Siemens PSSE software, have remained largely unchanged.²⁵

Project Developers were fully on notice regarding the dynamic modeling requirements and had ample time to prepare a working model for their applications. PJM provided extensive education for developers and stakeholders on its interconnection process, the required elements of applications, and the DMDG requirements specifically, in the months leading up to the Cycle 01 Application Deadline.²⁶ Of particular relevance to this proceeding:

- On January 26, 2026, during an Interconnection Process Subcommittee (“IPS”) meeting, PJM presented a Cycle 01 readiness checklist setting forth the requirements to submit technical information in NextGen.²⁷
- On February 23, 2026, during an IPS meeting, PJM offered a presentation specifically identifying common dynamic data deficiencies and noting that

²⁴ PJM Manual 14H, section 2.1.2 (“Modeling Data required for Stability analysis must be provided with the submitted application in PJM data submission tool. Project Developers shall follow PJM Dynamic Model Development Guidelines on the PJM website to submit stability data specific to their project. Project Developers should pay special attention to PJM Dynamic Model Development Guidelines to ensure all deliverables are met. If stability data submission is not approved at the end of the deficiency review period, the application will be withdrawn.”).

²⁵ See DMDG at section 1.0 (providing revision history).

²⁶ In addition to written materials, educational training included video engagement. See *PJM Dynamic Model Development Guidelines for Stability Studies*, PJM Interconnection, L.L.C. (Mar. 26, 2024), https://videos.pjm.com/media/Interconnection%20Process%3A%20Stability%20Modeling%20Guidelines/1_jeb0xq8v [<https://perma.cc/Z86C-ALKK>].

²⁷ Stacy Nestel, Lead Engineer, Interconnection Planning Projects, *Cycle 01 Application*, PJM Interconnection, L.L.C. (Jan. 26, 2026), <https://www.pjm.com/-/media/DotCom/committees-groups/subcommittees/ips/2026/20260126/20260126-item-05---cycle-1-application-requirements-and-nextgen-process.pdf> [<https://perma.cc/N58N-2UG5>].

Project Developers “should pay close attention while submitting project data.”²⁸

- On March 30, 2026, during an IPS meeting, PJM reviewed the deficiency review process and the applicable Tariff timelines.²⁹

C. Evaluation of Tygart

Tygart is a proposed 30 MW hydroelectric facility “at the existing U.S. Army Corps of Engineers’ Tygart Dam on the Tygart River in Taylor County, West Virginia.”³⁰ On May 22, 2026, PJM issued a deficiency notice raising various issues.³¹ In particular, the deficiency notice asked “[h]ow many continuous ratings does the transformer have?”³² It also pointed out a “[d]iscrepancy between NextGen and PSSE. In PSSE, MPT has three ratings. Please verify and update.”³³ The deficiency notice also indicated that “[s]aturation curve is missing in Dynamic Model Report. Please verify and update.”³⁴

On or about June 5, 2026, Agilitas submitted a cure package to respond to the issues raised by the deficiency notice.³⁵ The power flow model updated the MPT MVA base rating from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**.³⁶ It also

²⁸ Shekhar Raj Awasthi, Sr. Engineer, Interconnection Planning Analysis, *Dynamic Model Application Requirements*, PJM Interconnection, L.L.C., 7 (Feb. 23, 2026), <https://www.pjm.com/-/media/DotCom/committees-groups/subcommittees/ips/2026/20260223/20260223-item-05---dynamic-model-application-requirements.pdf> [<https://perma.cc/7L9Q-2S7Q>].

²⁹ Stacey Nestel, Lead Engineer, Interconnection Planning Projects, *Cycle 01 Application Reminders* (Mar. 30, 2026), <https://www.pjm.com/-/media/DotCom/committees-groups/subcommittees/ips/2026/20260330/20260330-item-04---cycle-01-application-reminders.pdf> [<https://perma.cc/48ED-P7D4>].

³⁰ Complaint at 12.

³¹ Complaint, Attachment D.

³² Complaint, Attachment D at 2.

³³ Complaint, Attachment D at 2.

³⁴ Complaint, Attachment D at 2.

³⁵ Complaint at 13.

³⁶ Compare Exhibit 1 (Original Application Main Power Transformer – Power Flow Model-C01-1716) (“Original Application Power Flow Model”), with Exhibit 2 (Cure Package Main Power Transformer – Power Flow Model- C01-1716). In the power flow model screenshots, the MPT MVA base is denoted as “Winding MVA”.

updated the three continuous transformer ratings Agilitas was then reporting (from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**).³⁷ While Agilitas changed the transformer ratings in its single line diagram from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**, it did not update the MPT MVA base rating in NextGen, which remained at **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**.³⁸

On June 29, 2026, PJM requested a limited number of clarifications of the project data. Among these were:

- Winding MVA of the MPT in the load flow model **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV** does not match with the NextGen data **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**. Please provide the accurate value to update the NextGen field, and submit an updated DMDG package with values that match the NextGen data
- Rating 3 of the MPT in the load flow model **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV** does not match with the NextGen data (Two Ratings MPT). Please provide the accurate value to update the NextGen field, and submit an updated DMDG package with values that match the NextGen data
- Please provide the saturation curves.³⁹

On July 1, 2026, Agilitas responded to these clarification requests. Agilitas' clarification submission again updated the MPT MVA base (from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**) and dropped the third continuous transformer rating, consistent with a two rating MPT.⁴⁰ Its single line diagram remained the same—

³⁷ Compare Exhibit 1, with Exhibit 2. In the power flow model screenshots, the continuous transformer ratings are denoted as "Ratings (MVA)."

³⁸ Compare Exhibit 3 (Original Application Main Power Transformer – Single Line Diagram-C01-1716), with Exhibit 4 (Cure Package Main Power Transformer – Single Line Diagram- C01-1716).

³⁹ Complaint, Attachment E.

⁴⁰ Compare Exhibit 5 (Clarification Submission Main Power Transformer – Power Flow Model- C01-1716), with Exhibit 2.

displaying **Begin CUI//PRIV [REDACTED] End CUI//PRIV** for the MPT MVA base.⁴¹ Also, with the clarification submission, Agilitas provided a spreadsheet that included generator, transformer, and transmission line data for Tygart. This spreadsheet indicated **Begin CUI//PRIV [REDACTED] End CUI//PRIV** for the MPT MVA base.⁴² Therefore, after Agilitas revised the MPT MVA base in both its cure package and its clarification submission, PJM had three different values for the MPT MVA base: **Begin CUI//PRIV [REDACTED] End CUI//PRIV** in the power flow model, **Begin CUI//PRIV [REDACTED] End CUI//PRIV** on the single line diagram, and **Begin CUI//PRIV [REDACTED] End CUI//PRIV** on the Developer's spreadsheet.

In addition, while Agilitas states that it provided a saturation curve for Tygart,⁴³ the clarification submission referenced a P-Q curve,⁴⁴ not a saturation curve. Accordingly, PJM did not receive a saturation curve for Tygart.

On August 3, 2026, PJM withdrew Tygart from Cycle 01. The withdrawal notice stated that:

PJM cannot study this project because of the missing saturation curve, and the MVA base of the MPT remains unclear following multiple attempts from PJM to clarify this information. PJM cannot study the project as submitted due to the missing and inconclusive data.⁴⁵

⁴¹ Exhibit 6 (Clarification Submission Main Power Transformer – Single Line Diagram- C01-1716).

⁴² Exhibit 7 (Clarification Submission Spreadsheet).

⁴³ Complaint at 14, 22.

⁴⁴ A P-Q curve graphs a generator's real power (MW) against its reactive power (MVar). The main purpose of a P-Q curve is to prevent the model from assuming unrealistic reactive capability at a given MW output. In power flow and interconnection studies, the P-Q curve illustrates whether the generator has enough reactive capability to maintain its voltage schedule. Thus, a P-Q curve graphs different values from and does not serve the same purpose as the saturation curve.

⁴⁵ Complaint, Attachment B.

II. ANSWER TO COMPLAINT

A. Based on the Facts of This Case and the “First Ready, First Served” Structure of the PJM Interconnection Reform Tariff, Agilitas Has Not Met its Burden of Proof to Justify Reinstatement.

Under section 206(b) of the FPA, “the burden of proof to show that any rate, charge, classification, rule, regulation, practice, or contract is unjust, unreasonable, unduly discriminatory, or preferential shall be upon . . . the complainant.”⁴⁶ In addition, FPA section 306 states that “[a]ny person . . . complaining of anything done or omitted to be done by any . . . public utility in contravention of the provisions of this chapter may apply to the Commission by petition which shall briefly state the facts”⁴⁷ This burden consists of coming forward with a *prima facie* case.⁴⁸ To establish a *prima facie* case in an FPA section 206 proceeding, the complainant must identify the alleged action or inaction that violates the specific standard or requirement as well as provide evidence as to how that action or inaction violates the standard.⁴⁹

Here, Agilitas alleges that PJM unjustly and unreasonably withdrew Tygart from Cycle 01, in violation of the Tariff. However, as shown below, Tygart was withdrawn principally because, after repeated attempts to cure, it presented inconsistent MPT MVA

⁴⁶ 16 U.S.C. § 824e(b).

⁴⁷ 16 U.S.C. § 825e.

⁴⁸ See, e.g., *Wholesale Customers of Ohio Edison Co. v. Ohio Edison Co.*, 22 FERC ¶ 61,314 (1983); *Coal. of Eastside Neighborhoods for Sensible Energy v. Puget Sound Energy, Inc.*, 183 FERC ¶ 61,057, at P 28 (2023).

⁴⁹ See 18 C.F.R. § 385.206(b)(1)-(2); see, e.g., *City of Oakland v. Pac. Gas & Elec. Co.*, 167 FERC ¶ 61,097, at P 6 (2019) (“To establish a *prima facie* case under the Commission’s regulations, a complainant must both identify the action or inaction alleged to violate the relevant statutory standard or regulatory requirement and explain how the action or inaction violates the standard or requirement.” (citing 18 C.F.R. § 385.206(b)(1)-(2))); *Black Oak Energy LLC v. N.Y. Indep. Sys. Operator, Inc.*, 122 FERC ¶ 61,261, at P 31 (2008) (“In a proceeding under FPA section 206, the burden of proof to show that any charge or practice is unjust or unreasonable is on the complainant.” (citing 16 U.S.C. § 824(e))); *330 Fund I, LP v. N.Y. Indep. Sys. Operator, Inc.*, 126 FERC ¶ 61,151, at P 12 (2009) (“[T]he complainant . . . has the burden of proof to establish the facts needed to support the claims in its section 206 complaint”).

base ratings, preventing PJM from building its base case model. Accordingly, Tygart’s Application remains deficient, and Agilitas cannot sustain the relief it requests—i.e., reinstatement of the Tygart to Cycle 01.

1. *Agilitas submitted inconsistent MPT MVA base ratings after repeated attempts by PJM to clarify.*

Agilitas contends that “PJM has not identified a relevant distinction explaining why the documentation sufficed for the Jennings Project but not for the Tygart Project.”⁵⁰ This is untrue. From the original May 22, 2026 deficiency notice, to the June 29, 2026 clarification request, to the withdrawal notice on August 3, 2026, PJM repeatedly raised the issue of inconsistent MPT MVA ratings data.

As discussed above, the May 22, 2026 deficiency notice questioned the number of continuous ratings reported for the MPT.⁵¹ In its cure package, Agilitas supplied a power flow model that updated the three continuous transformer ratings Agilitas was then reporting (from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**).⁵² Importantly, however, the number of ratings remained three, which was unexpected because other NextGen data indicated the MPT should have only two. The cure package’s power flow model also introduced another inconsistency; it updated the MPT MVA base rating from **Begin CUI//PRIV** [REDACTED] **End CUI//PRIV**,⁵³ while the

⁵⁰ Complaint at 21. “Jennings Project” refers to the Jennings Randolph Hydroelectric Project (No. C01-1458).

⁵¹ Complaint, Attachment D at 2.

⁵² Compare Exhibit 1, with Exhibit 2. In the power flow model screenshots, the continuous transformer ratings are denoted as “Ratings (MVA).”

⁵³ Compare Exhibit 1, with Exhibit 2. In the power flow model screenshots, the MPT MVA base is denoted as “Winding MVA.”

MPT MVA base ratings in its single line diagram remained at **Begin CUI//PRIV [REDACTED]**
[REDACTED] End CUI//PRIV⁵⁴

PJM attempted to clarify these issues by sending a further e-mail to Agilitas on June 29, 2026. PJM specifically asked Agilitas to clarify the inconsistent MPT MVA base value that arose in the cure package, indicating that the “[w]inding MVA of the MPT in the load flow model (**Begin CUI//PRIV [REDACTED] End CUI//PRIV**) does not match with the NextGen data (**Begin CUI//PRIV [REDACTED] End CUI//PRIV**).”⁵⁵ PJM requested that Agilitas “provide the accurate value to update the NextGen field, and submit an updated DMDG package with values that match the NextGen data.”⁵⁶ In addition, PJM again pointed out the discrepancy with the number of continuous transformer ratings, stating in plain terms that “Rating 3 of the MPT in the load flow model (**Begin CUI//PRIV [REDACTED] End CUI//PRIV**) does not match with the NextGen data (Two Ratings MPT). Please provide the accurate value to update the NextGen field, and submit an updated DMDG package with values that match the NextGen data.”⁵⁷

While Agilitas’ July 1, 2026 clarification submission dropped the third continuous transformer rating, consistent with a two rating MPT, as PJM requested, its power flow model again updated the MPT MVA base (from **Begin CUI//PRIV [REDACTED]**
[REDACTED] End CUI//PRIV).⁵⁸ Yet, Tygart’s single line diagram continued to show **Begin CUI//PRIV [REDACTED] End CUI//PRIV**⁵⁹ for the MPT MVA base, and the Developer’s

⁵⁴ Compare Exhibit 3, with Exhibit 4.

⁵⁵ Complaint, Attachment E.

⁵⁶ *Id.*

⁵⁷ Complaint, Attachment E.

⁵⁸ Compare Exhibit 5, with Exhibit 2.

⁵⁹ Exhibit 6.

spreadsheet indicated **Begin CUI//PRIV [REDACTED] End CUI//PRIV** for the MPT MVA base.⁶⁰ Therefore, after two revisions to the MPT MVA base (application, cure package, and clarification submission), Agilitas was reporting three different values for the MPT MVA base in three different areas of its application. The power flow model used a **Begin CUI//PRIV [REDACTED] End CUI//PRIV** base, its single line diagram stated a **Begin CUI//PRIV [REDACTED] End CUI//PRIV** base, and its Developer's spreadsheet indicated a **Begin CUI//PRIV [REDACTED] End CUI//PRIV** base. Given this inconsistency, it was impossible for PJM to use this data to create the Base Case because it did not know the correct MVA base rating for the MPT.

Agilitas dismisses these inconsistencies, arguing that, after its July 1, 2026 clarification submission, "any remaining mismatch among the NextGen entries and supporting-document references was administrative in nature."⁶¹ Agilitas' opinion is incorrect. Tariff, Part VIII, Subpart B, section 403(A)(1)(k) requires the applicant to "[p]rovide a detailed description of the equipment configuration and electrical design specifications for the Generating Facility."⁶² The DMDG states that "[t]he data and information provided in the [Data Application Platform] shall match the data and parameters provided as the model for the project."⁶³ Also, the applicant must "[e]nsure correct transformer MVA base is provided" for the power flow model and "[i]nclude the winding configuration" of the main station transformer.⁶⁴ These rules exist to enable PJM to properly and efficiently evaluate numerous applications for a given Cycle. The data

⁶⁰ Exhibit 7.

⁶¹ Complaint at 6.

⁶² Tariff, Part VIII, Subpart B, section 403(A)(1)(k).

⁶³ DMDG at section 5.2. NextGen fulfills the function of the "Data Application Platform."

⁶⁴ DMDG at section 5.2.2.1

“mismatch[es]” were not merely “administrative in nature;” they precluded evaluation of Tygart. PJM could not simply pick one of the three values, because it did not know which one Agilitas intended. The MPT MVA base value is the reference value used to express the transformer impedance. If the MVA base is changed, the corresponding per-unit impedance would also require adjustment to represent the same physical transformer. An incorrect MVA base paired with an unchanged impedance value could result in an inaccurate representation of the transformer in the power flow model. The Project Developer must submit its design parameters for PJM’s review; it is not PJM’s role to make assumptions when the Project Developer’s design parameters are stated differently in different parts of the application. Rather than dispel this confusion, Agilitas’ inconsistent data compounded it. Agilitas now claims that the inconsistent “references concerning the transformer rating . . . could have been resolved through targeted clarification rather than withdrawal of the Project.”⁶⁵ PJM’s June 29, 2026 clarification request squarely raised these issues. Agilitas did not resolve them.

2. *Agilitas never provided a saturation curve.*

Agilitas focuses on PJM’s statement that the saturation curve was missing, characterizing this as “one of the main reasons PJM withdrew the Tygart Project.”⁶⁶ DMDG Section 5.2.1 requires the applicant to provide the saturation curves.⁶⁷ PJM twice warned that the saturation curve was missing. First, the deficiency notice alerted Agilitas that the “[s]aturation curve is missing in Dynamic Model Report. Please verify and

⁶⁵ Complaint at 14.

⁶⁶ Complaint at 22.

⁶⁷ DMDG at section 5.2.1.

update.”⁶⁸ Second, because the cure package did not include the saturation curve, PJM included in its June 29, 2026 clarification request that Agilitas should “[p]lease provide the saturation curves.”⁶⁹ Agilitas did not provide a saturation curve.

Agilitas claims that “the alleged missing saturation curve . . . was provided by Agilitas for the Tygart Project.”⁷⁰ However, the clarification submission referenced a P-Q curve,⁷¹ not a saturation curve. As discussed above in Part I.C, a P-Q curve serves a different purpose than a saturation curve and did not fulfill the DMDG criteria, nor did the information available provide PJM with sufficient data to build the stability model in Phase I in preparation for the dynamic stability analysis in Phase II Surplus Interconnection Service. In any event, the divergent MPT MVA base ratings alone would have caused Tygart to be withdrawn. Therefore, Jennings and Tygart are not equivalent cases, and Agilitas’ allegations of disparate treatment are misplaced.⁷²

B. PJM Withdrew Tygart Pursuant to the Application Requirements of the Tariff

Agilitas alleges that PJM cannot rely on its DMDG as a basis for withdrawing Tygart because, under the rule of reason, the DMDG cannot be enforced because it is not in the Tariff.⁷³ The Complaint further asserts that “[f]ailure to satisfy DMDG requirements was the *express and stated* basis for PJM’s withdrawal of Tygart from Cycle 01.”⁷⁴ This

⁶⁸ Complaint, Attachment D at 2.

⁶⁹ Complaint, Attachment E.

⁷⁰ Complaint at 22.

⁷¹ A P-Q curve graphs a generator’s real power (MW) against its reactive power (MVar). It graphs different values and does not serve the same purpose as the saturation curve.

⁷² See, e.g., Complaint at 6, 24.

⁷³ Complaint at 25 (“The operative requirements of the DMDG reside only in an unfiled document that is not even part of PJM’s manuals; they determined the disposition of the Tygart Project Application”); see *id.* at 28.

⁷⁴ Complaint at 26 (emphasis added).

is untrue. As a threshold matter and as discussed above, Tygart was withdrawn for deficiencies that remained unaddressed or unresolved after the Tariff-required cure opportunity and an additional attempt by PJM to clarify the MPT MVA base rating. Nonetheless, the DMDG requirements should not be filed in the Tariff.

Decisions regarding whether an item should be placed in a tariff or in a business practice manual are guided by the Commission’s rule of reason policy, under which “provisions that ‘significantly affect rates, terms, and conditions’ of service, are readily susceptible of specification, and are not generally understood in a contractual agreement must be included in the tariff, while items better classified as implementation details may be included only in the business practice manual.”⁷⁵ The Commission recognized that “it is no more possible to set forth *all* of the practices affecting rates . . . than it is to set forth *all* of the terms and conditions of a contract, leaving nothing whatever to be implied.”⁷⁶ The Commission has “broad bounds of discretion” in this regard, and, as the United States Court of Appeals of the District of Columbia Circuit (“D.C. Circuit”) has affirmed, “tariffs do not need to include the *entire universe* of specifiable practices.”⁷⁷

By way of example, in *Energy Storage*, while finding that PJM’s methodology for calculating a benefits factor must be in PJM’s Tariff, the Commission agreed with PJM that it must retain operational flexibility and that implementation and operational details

⁷⁵ *Energy Storage Ass’n v. PJM Interconnection, L.L.C.*, 162 FERC ¶ 61,296, at P 103 (2018) (“*Energy Storage*”) (citing *Cal. Indep. Sys. Operator Corp.*, 122 FERC ¶ 61,271, at P 16 (2008)).

⁷⁶ *Hecate Energy Greene Cnty. 3 LLC v. FERC*, 72 F.4th 1307, 1312 (D.C. Cir. 2023) (“*Hecate*”) (citing *City of Cleveland v. FERC*, 773 F.2d 1368, 1370 (D.C. Cir. 1985)).

⁷⁷ *Hecate*, 72 F.4th at 1314 (citing *City of Cleveland v. FERC*, 773 F.2d at 1376) (“[E]ven specifiable practices that significantly affect rates need not be included if they are clearly implied by the tariff’s express terms.”).

were better suited in its manuals.⁷⁸ The Commission has upheld this same standard in accepting PJM’s Interconnection Process Reform Tariff Revisions.⁷⁹

Agilitas asserts that the DMDG “determined the disposition of the Tygart Project Application;” therefore the DMDG should be in the Tariff under the reasoning in the D.C. Circuit’s *KeySpan-Ravenswood* case.⁸⁰ However, the D.C. Circuit has held that “even specifiable practices that significantly affect rates need not be included [in a tariff] if they are clearly implied by the tariff’s express terms.”⁸¹ Tariff, Part VIII, Subpart B, section 403(A) explicitly requires Project Developers to submit a Completed Application that includes all information required under the Tariff (i.e., a detailed description of the equipment configuration and electrical design specifications for the project),⁸² as described further in the Application and PJM’s Manuals.⁸³ Moreover, PJM Manual 14H provides additional guidance on Application requirements, reiterating the importance of complying with the DMDG and specifically stating that failure to adhere to the requirements will result in withdrawal.⁸⁴ Thus, compliance with the DMDG is more than implied; it is an express

⁷⁸ The Commission also noted that “complex algorithms and proprietary software code underlying its [regulation] signals are not appropriate for inclusion in its Tariff,” and thus did not require PJM to include such details in its Tariff. *Energy Storage* at P 108.

⁷⁹ The Commission found that PJM provided sufficient detail in its Tariff on its proposed site control requirements, and that further implementation details are appropriately addressed in PJM’s Manuals. November 2022 Order at P 102.

⁸⁰ Complaint at 25 (citing *KeySpan-Ravenswood, LLC v. FERC*, 474 F.3d 804 (D.C. Cir. 2007)).

⁸¹ *Hecate*, 72 F.4th at 1314 (citing *City of Cleveland v. FERC*, 773 F.2d at 1376) (“[E]ven specifiable practices that significantly affect rates need not be included if they are clearly implied by the tariff’s express terms.”).

⁸² Tariff, Part VIII, Subpart B, section 403(A)(1)(k).

⁸³ Tariff, Part VIII, Subpart B, section 403(A)(1).

⁸⁴ PJM Manual 14H at section 2.1.2 (“Modeling Data required for Stability analysis must be provided with the submitted application in PJM data submission tool. Project Developers shall follow PJM Dynamic Model Development Guidelines on the PJM website to submit stability data specific to their project. Project Developers should pay special attention to PJM Dynamic Model Development Guidelines to ensure all deliverables are met. If stability data submission is not approved at the end of the deficiency review period, the application will be withdrawn.”).

requirement of the Tariff. The extraordinary number of Applications—715 in this Cycle—that advanced through the Application Review Phase attests to the widespread understanding of this requirement among Project Developers.

The Complaint also argues that PJM’s DMDG “impose[s] a materially different and far more demanding set of obligations—designated model deliverables, prescribed model configurations, and a measurement convention for reactive capability—none of which appears in Section 403(A)(1),” and, therefore, PJM cannot rely on these standards unless they are filed in the Tariff.⁸⁵ To support its assertion the Complaint points to the D.C. Circuit’s decision in *KeySpan-Ravenswood*. However, in *KeySpan-Ravenswood*, the New York Independent System Operator, Inc. implemented a methodology for translating installed capacity into unforced capacity in a manner that directly conflicted with its filed commitment to enforce New York State Reliability Council’s installed capacity requirements.⁸⁶ Thus the court held that any “public utility regulated under the FPA, . . . may only change its rates or ‘practices . . . affecting such rates’ by first filing those rates with the Commission.”⁸⁷ By contrast, here, PJM did not change any of the Application Requirements from what is stated in the Tariff, and the DMDG does not conflict with the Tariff.

Furthermore, as the DMDG describes, it is “meant to serve as a guideline in the development of the dynamics model for [a] project. It is aimed at facilitating an efficient and timely model submission and acceptance process.”⁸⁸ To that end, the DMDG includes

⁸⁵ Complaint at 26.

⁸⁶ *KeySpan-Ravenswood*, 474 F.3d at 810.

⁸⁷ *KeySpan-Ravenswood*, 474 F.3d at 810

⁸⁸ DMDG at section 2.

a checklist, which is designed to “help promote good practice of model development by the Project Developers, facilitate consistent model reviews by the Transmission Planners and ensure the dynamic models meet applicable interconnection requirements.”⁸⁹ The DMDG also notes:

[a]s the technology evolves, so will the modeling techniques. This document may not cover every specific scenario. Any unique scenarios or settings that may be required for your project model shall be noted in the Dynamic Model Report and brought to the attention of PJM in the Data Application form.⁹⁰

For these reasons, the DMDG should not be filed in the Tariff, since PJM must retain operational flexibility to keep up with ever changing technological advancements.⁹¹

Moreover, the Commission “generally allows transmission providers to exercise their engineering judgment when conducting interconnection studies, including deferring to transmission providers’ discretion regarding how to maintain a reliable transmission system.”⁹² It is well within this discretion for PJM to expect Project Developers to provide consistent MPT MVA base ratings for their projects.

C. Reinstatement of the Tygart Will Substantially Delay Cycle 01 and May Adversely Affect Future Cycles.

Agilintas requests that the Commission direct PJM to “reinstate the Tygart Project into Cycle 01 with its original queue position preserved.”⁹³ It also asserts that “reinstating the Project into Cycle 01 will not materially disrupt Cycle 01 or prejudice other Project

⁸⁹ DMDG at section 2.

⁹⁰ DMDG at section 2.

⁹¹ See *Energy Storage* at P 108.

⁹² *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,024, at P 71 (2026); *RWE Clean Energy, LLC v. PJM Interconnection, L.L.C.*, 194 FERC ¶ 61,212, at P 42 (2026).

⁹³ Complaint at 29.

Developers.”⁹⁴ To the contrary, not only would Cycle 01 customers be harmed by delay of the posting requirement, but Project Developers in future Cycles could be adversely affected by such a delay. Agilitas’ requested relief should therefore be denied.

A delay to commencement of Phase I of Cycle 01, which is what would happen if PJM has to reinsert Tygart in Cycle 01 after its model is fixed and then re-build the model for Phase I and post it for the 30-day review period, will have a cascading effect on all Cycle 01 deadlines. PJM has already posted the Phase I Base Case Data on August 28, 2026.⁹⁵ Phase I currently is set to begin after the Base Case Data has been posted for 30 days, i.e., on September 28, 2026.

Reinstatement of Tygart at this point would require PJM first to provide Agilitas with a stand-alone deficiency review process. PJM must be able to validate Tygart’s dynamic model. PJM will then need to rebuild and test its Base Case models with Tygart included, and repost its Phase I Base Case Data for the required 30-day period. Only then will PJM be in a position to commence Phase I of Cycle 01. If the Complaint is granted, under no circumstances will PJM be in a position to proceed with Phase I on September 28, 2026, the planned start date. The delay caused by reinstating Tygart could be as much as two months, as PJM works with Agilitas to validate Tygart’s model, rebuilds the cycle model with Tygart included, and provides the 30-day posting period for the rebuilt model. That same estimated two-month delay will affect all subsequent Cycle 01 deadlines and ripple on to delay projected timelines for future cycles. Such delays are precisely the kinds of inefficiencies that the deficiency review process was designed to avoid.

⁹⁴ Complaint at 30.

⁹⁵ See *Planning*, PJM Interconnection, L.L.C., <https://www.pjm.com/planning> [<https://perma.cc/ELR3-HWF3>] (scroll to “Cycle Timeline” chart at bottom of website page, select “Cycle 01” in the “Select Cycle” window) (last visited Sep. 22, 2026) (providing Cycle 01 Phase I Base Case posting date).

Moreover, inserting Tygart in the Cycle 01 Base Case model at this time may change outcomes for other Cycle 01 projects. The 30-day period to review the Base Case model is currently running. Cycle 01 Project Developers are currently reviewing that Base Case model and may withdraw or stay in the Cycle based on their evaluation of the Base Case model. If PJM must rebuild and repost its model to include Tygart, certain Project Developers may conclude that they should have withdrawn due to changes to the model spurred by the addition of a 30 MW Generating Facility not previously included. If those Project Developers withdraw due to the changes to the Base Case model caused by insertion of Tygart, they may be required to forfeit their Readiness Deposits, even though they reasonably relied on the model PJM posted on August 28, 2026.⁹⁶ Alternatively, certain Project Developers that withdrew may conclude that they should not withdraw based on the revised Base Case model. PJM would then need to reinstate those New Service Requests, as the conditions under which they withdrew would now be invalid, and the model would again have to be re-run. Such outcomes would only compound delays to Phase I.

Critically, Agilitas has not justified the need to be reinserted into Cycle 01 because it provides no support for its claim that “[e]xpeditious resolution is necessary to prevent further irreparable harm to Agilitas.”⁹⁷ Agilitas is not without recourse. It is free to resubmit its New Service Request for review in a subsequent Cycle. Because Agilitas is free to seek another path for its project, and because the harm that would be caused to all other Cycle 01 Project Developers (over 700 projects that have a reasonable expectation of

⁹⁶ Without an additional 30-day review period, Project Developers may be unable to fully assess the impacts of the model revisions before Phase I begins. Consequently, they may face withdrawal decisions only after a portion of Readiness Deposit 1 has become subject to forfeiture.

⁹⁷ Complaint at 31.

having their projects evaluated consistent with the current Cycle 01 deadlines) is patently unjust and unreasonable, the Commission should not adopt Agilitas' proposed remedy.

III. DOCUMENTS ENCLOSED

In addition to this answer, PJM encloses the following:

- Attachment A – Protective Agreement attached hereto
- Exhibit 1 – Original Application Main Power Transformer – Power Flow Model-C01-1716
- Exhibit 2 – Cure Package Main Power Transformer – Power Flow Model-C01-1716
- Exhibit 3 – Original Application Main Power Transformer – Single Line Diagram-C01-1716
- Exhibit 4 – Cure Package Main Power Transformer – Single Line Diagram-C01-1716
- Exhibit 5 – Clarification Submission Main Power Transformer – Power Flow Model-C01-1716
- Exhibit 6 – Clarification Submission Main Power Transformer – Single Line Diagram-C01-1716
- Exhibit 7 – Clarification Submission Spreadsheet

IV. REQUEST FOR PRIVILEGED TREATMENT

Pursuant to Section 388.112 of the Commission's regulations,⁹⁸ Applicants request privileged and confidential treatment for this answer and Exhibit Nos. 1-7 accompanying this answer because certain portions of this answer and each exhibit contains commercial information obtained by a regulated entity.⁹⁹ PJM is filing privileged and public versions of this answer and request that the privileged version be placed in the Commission's non-public files. PJM understands that Commission staff will provide notice in advance of any

⁹⁸ 18 C.F.R. § 388.112.

⁹⁹ See 18 C.F.R. § 388.107(d).

public disclosure of any information contained in the portions of this answer and the accompanying exhibits designated as privileged.

As required by the Commission's regulations, a protective agreement governing the release of privileged information is attached hereto as Attachment A.¹⁰⁰ Any questions regarding this request for privileged treatment should be addressed to the undersigned counsel.

V. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:¹⁰¹

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VI. 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,¹⁰² PJM's admissions and denials are set forth above in the answer, and, subject

¹⁰⁰ See 18 CFR 388.112(b)(2)(i).

¹⁰¹ 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.

¹⁰² 18 C.F.R. § 385.213(c)(2)(i).

to amendment and supplementation, PJM affirms that any allegation in the Complaint that is not specifically and expressly admitted above is denied.

VII. AFFIRMATIVE DEFENSES PURSUANT TO 18 C.F.R. § 385.213(C)(2)(II)

PJM's affirmative defenses are set forth above in this answer, and include the following, subject to amendment and supplementation:

1. Agilitas, as the Complainant, has failed to satisfy its burden of proof under FPA section 206 (16 U.S.C. § 824e).

VIII. CONCLUSION

For the reasons set forth in this answer, the Commission should deny the Complaint.

Respectfully submitted

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Counsel for

PJM Interconnection, L.L.C

September 24, 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 24th day of September 2026

/s/ Elizabeth P. Trinkle
Elizabeth P. Trinkle
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 393-1200

***Attorney for
PJM Interconnection, L.L.C.***

Attachment A

Protective Agreement

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

Agilatas Energy, Inc., on behalf of	)	
Tygart, LLC,	)	
Complainant,	)	
	)	Docket No. EL26-105-000
v.	)	
	)	
PJM Interconnection, L.L.C.	)	
Respondent.	)	

PROTECTIVE AGREEMENT

THIS PROTECTIVE AGREEMENT (“Protective Agreement”) is made and entered into on the ____ day of ____, 2026 (“Effective Date”), by and between PJM Interconnection, L.L.C. (“PJM”), a Delaware corporation, and **[insert name of Participant]** (“Participant”), **[insert jurisdiction and organization type]**. PJM and Participant may be referred to collectively as the Parties and singularly as a Party.

WHEREAS, PJM submitted documents to the Federal Energy Regulatory Commission (“Commission”) in the above captioned docket (“Proceeding”);

WHEREAS, pursuant to Section 388.112(b) of the Commission’s regulations, 18 C.F.R. § 388.112(b), this Protective Agreement applies to requests for access to the non-public version of any document or portion of a document filed or produced by PJM in this Proceeding;

WHEREAS, Participant desires to obtain access to non-public information in this Proceeding;

WHEREAS, Participant has provided a signed Non-Disclosure Certificate and agrees to comply with all terms of this Protective Agreement and the Commission’s Regulations; and

WHEREAS, without waiving any claims of privilege or objections to any request for disclosure of documents, PJM agrees to disclose to Participant certain non-public information designated as privileged and/or CEII, or other Protected Materials (as defined below), pursuant to the terms of this Protective Agreement.

NOW, THEREFORE, PJM and Participant agree as follows:

1. This Protective Agreement shall govern the use of all Protected Materials filed or produced by, or on behalf of, PJM in the Proceeding. Notwithstanding any order terminating this

Proceeding, this Protective Agreement shall remain in effect until terminated by mutual written agreement of the Parties, by order of the Commission, or by order of a Presiding Administrative Law Judge (including the Chief Judge) in a proceeding set for hearing pursuant to 18 C.F.R. § 385 Subpart E.

2. This Protective Agreement applies to the following categories of materials, all constituting Protected Materials (as defined in Paragraph 3):

(a) all materials filed or produced by PJM in the Proceeding and designated as (i) privileged, or (ii) privileged and not available to Competitive Duty Personnel (as defined below), or otherwise as Protected Materials which are customarily treated as sensitive or proprietary or if disclosed could risk of competitive disadvantage or other business injury;

(b) all materials produced by PJM in the Proceeding and designated as CEII, and

(c) all materials filed or produced in the Proceeding which reflect or disclose Protected Materials.

3. (a) (1) The term “Protected Materials” means (A) materials provided by PJM in the Proceeding including but not limited to any application, pleadings, response to data and/or discovery requests and designated by PJM as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Agreement by the Commission, by any court or other body having appropriate authority, or by agreement of the Parties; (D) Notes of Protected Materials, as defined in Paragraph 3(a)(2); and (E) copies of Protected Materials. PJM shall physically mark the Protected Material on each page as “CONTAINS PRIVILEGED INFORMATION - DO NOT RELEASE” or “CONTAINS PRIVILEGED INFORMATION AND NOT AVAILABLE TO COMPETITIVE DUTY PERSONNEL - DO NOT RELEASE” or with words of similar import as long as the term “Protected” and/or “Privileged” is included in that designation to indicate that they are Protected Materials. Protected Materials include any information or document contained in the files of the Commission that has been designated as CEII. If the Protected Materials contain CEII, such information shall be marked on each page with the words “CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION—DO NOT RELEASE.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form and audio recordings) which copies, reflects, or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this agreement for Protected Materials except as specifically provided in this agreement.

(3) Protected Materials shall 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 protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement.

(b) (1) The term “Non-Disclosure Certificate of Protected Materials Excluding Protected Materials Marked as Not Available to Competitive Duty Personnel” shall mean the certificate attached hereto by which representatives of Participant who have been granted access to Protected Materials, excluding Protected Materials marked as Not Available to Competitive Duty Personnel, shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement, and that such representatives have read the Protective Agreement and agree to be bound by it.

(2) The term “Non-Disclosure Certificate of Protected Materials Including Protected Materials Marked as Not Available to Competitive Duty Personnel” shall mean the certificate attached hereto by which representatives of Participant who have been granted access to Protected Materials marked as “Not Available to Competitive Duty Personnel” shall certify (i) that they do not perform any “Competitive Duty Personnel” functions, as described in Paragraph 23 of this Protective Agreement, (ii) their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Agreement applicable to Protected Materials which are marked as “Not Available to Competitive Duty Personnel,” and (iii) that such representatives have read the terms and restrictions of this Protective Agreement applicable to such materials and agree to be bound by them.

(c) Subject to the provisions of Paragraph 23, the term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) Commission Staff designated as such in this Proceeding;
- (2) an attorney who has made an appearance in this Proceeding for Participant;
- (3) attorneys, paralegals, and other employees associated for purposes of this Proceeding with an attorney described in Subparagraph (2);
- (4) an expert or an employee of an expert retained by Participant for the purpose of advising, preparing for or testifying in this Proceeding;
- (5) a person designated as a Reviewing Representative by order of the Commission; or
- (6) employees or other representatives of Participant appearing in this Proceeding with significant responsibility for this docket.

4. Protected Materials shall be made available under the terms of this Protective Agreement only to Participant and only through their Reviewing Representatives as provided in Paragraphs 7-9; provided that if the Protected Materials include rates, rate-related provisions, and/or credit support provisions, PJM may redact rates, rate-related provisions, and/or credit support provisions from the version of the Protected Materials provided to Participant’s Reviewing Representatives. In the event that PJM redacts any such information, if requested by Participant,

the Parties shall meet to discuss the terms and conditions under which one or more of the Participant's Review Representatives may be provided such redacted information. If no agreement is reached, Participant may submit such dispute to the Commission or Presiding Judge, if any, for resolution.

5. Protected Materials shall remain available to Participants until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Participant shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to PJM, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Participant, if requested by PJM, shall also submit to PJM an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Agreement.

6. All Protected Materials shall be maintained by the Participant in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9. For documents submitted to Commission Staff ("Staff"), Staff shall follow the notification procedures of 18 CFR § 388.112 before making public any Protected Materials.

7. Protected Materials shall be treated as confidential by the Participant and by its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used by the Participant and by its Reviewing Representatives except as necessary for the conduct of this Proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of 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 Protected Materials, but such copies shall become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose or reflect the contents of Protected Materials.

8. (a) A Reviewing Representative may use Protected Materials only for purposes of its participation in this proceeding, and may not use information contained in any Protected Materials obtained through this proceeding to give Participant, Participant's affiliates, any customer or potential customer of PJM, or any competitor of PJM a commercial advantage.

(b) Subject to Paragraph 23 regarding Protected Materials marked as Not Available to Competitive Duty Personnel, in the event that Participant wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Participant shall seek

agreement from PJM. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Participant shall submit the disputed designation to the Commission or Presiding Judge, if any, for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Agreement unless that Reviewing Representative has first executed the appropriate attached Non-Disclosure Certificate, provided that, if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for PJM prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this agreement.

10. Subject to Paragraph 4 above and to the provisions of Paragraph 23 regarding access to Protected Materials that are designated Not Available to Competitive Duty Personnel, any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate, provided that a Reviewing Representative who has executed the "Non-Disclosure Certificate of Protected Materials Including Protected Materials Marked as Not Available to Competitive Duty Personnel" shall not disclose Protected Materials marked as Not Available to Competitive Duty Personnel to a Reviewing Representative who executed the "Non-Disclosure Certificate of Protected Materials Excluding Protected Materials Marked as Not Available to Competitive Duty Personnel." In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in the Proceeding, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in the Proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Subject to Paragraph 18, the Commission or the Presiding Judge, if any, shall resolve any disputes arising under this Protective Agreement. Prior to presenting any dispute under this Protective Agreement to the Commission or the Presiding Judge, if any, the Parties shall use their best efforts to resolve it. If Participant contests the designation of materials as protected, Participant shall notify PJM in writing, specifying which Protected Materials are contested by the Participant.

12. All Protected Materials and all documents reflecting Protected Materials, including the portion of any application, contract, pleading, exhibits, transcripts, briefs and other documents which contain or refer to Protected Materials, to the extent they will be filed with the

Commission, shall be filed either (i) by hand in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Agreement; or (ii) electronically on the Commission's website in accordance with the procedures for electronic filing of privileged material or CEII. Such documents shall be physically marked on each page as "CONTAINS PRIVILEGED INFORMATION - DO NOT RELEASE" or "CONTAINS PRIVILEGED INFORMATION AND NOT AVAILABLE TO COMPETITIVE DUTY PERSONNEL - DO NOT RELEASE," or if the Protected Materials contain CEII, the Participant producing such information shall additionally mark on each page containing such information the words "CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION—DO NOT RELEASE." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Participant shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If the Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in any submission during this Proceeding in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, the Participant shall first notify both counsel for PJM and the Commission or Presiding Judge, if any, of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission or the Presiding Judge, if any. Protected Materials or any information derived therefrom shall not be disclosed during a technical conference to this Proceeding without the advance written consent of PJM detailing the material and the extent to which such Protected Materials may be disclosed.

14. Nothing in this Protective Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Agreement shall preclude either Party from requesting the Commission, the Presiding Judge, if any, or any other body having appropriate authority, to find that this Protective Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Agreement.

16. The provisions of 18 CFR §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act. (5 U.S.C. § 552) for Protected Materials in the files of the Commission.

17. If the Commission or the Presiding Judge, if any, finds at any time in the course of this Proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement until the date the Commission or the Presiding Judge, if any, orders the materials be produced. PJM reserves the right to seek additional administrative or judicial remedies after the Commission's or the Presiding Judge's decision respecting Protected Materials or Reviewing Representatives, or the Commission's or Presiding Judge's denial of any appeal thereof.

18. Nothing in this Protective Agreement shall be deemed to preclude the Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this Proceeding under this Protective Agreement.

19. PJM reserves the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this Proceeding. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a breach of the Protective Agreement.

21. The inadvertent disclosure of Protected Materials shall not constitute a waiver of their protected status.

22. PJM shall physically mark the words “Not Available to Competitive Duty Personnel” on any Protected Materials that PJM believes in good faith would, if disclosed to Reviewing Representatives without added precautions beyond Paragraphs 1-21 of this Protective Agreement, subject PJM, or a third party, to undue risk of competitive disadvantage or business injury. Such information may include, but is not limited to (a) non-public business development, acquisition, marketing, or facilities design and operating data, plans or activities, (b) non-public strategic business or financial plans or activities, or (c) negotiations of services, prices and rates, the public disclosure of which PJM in good faith believes would competitively harm PJM or third party (hereafter “Market Sensitive Information”). Market Sensitive Information should customarily be treated by PJM as sensitive or proprietary and not be available to the public. Any challenge to such a designation may be made as provided in this Protective Agreement for challenges to designations of Protected Materials.

23. (a) With respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel” and information derived therefrom, a Reviewing Representative may not be any employee or agent of Participant whose duties may include (1) the marketing, sale, or purchase of natural gas or natural gas transportation, storage, gathering, or processing services; (2) management responsibility regarding, or the supervision of any employee whose duties may include, the marketing, sale, or purchase of natural gas or natural gas transportation, storage, gathering, or processing services; (3) the provision of consulting services regarding the marketing, sale, or purchase of natural gas or natural gas transportation, storage, gathering, or processing services for a pipeline, storage, gathering, or processing facility; or (4) management responsibility regarding other strategic business activities in which use of Market Sensitive Information could be reasonably expected to cause competitive harm to PJM or a third party (collectively, “Competitive Duty Personnel”).

(b) Notwithstanding the above, in-house and/or outside counsel for Participant may serve as a Reviewing Representative; provided, however, that in-house and/or outside counsel shall not disclose any Market Sensitive Information to Competitive Duty Personnel. In the event that (a) any person who has been a Reviewing Representative subsequently is assigned to perform any Competitive Duty Personnel functions, or (b) previously available Protected Materials are changed to “Not Available to Competitive Duty Personnel,” a Reviewing Representative who performs any Competitive Duty Personnel functions shall have no access to PJM’s Protected Materials that are marked “Not Available to Competitive Duty Personnel” or information derived therefrom. Such Reviewing Representative shall immediately dispose of PJM’s Protected Materials in his/her possession that are marked “Not Available to Competitive Duty Personnel” and information derived therefrom and shall continue to comply with the requirements of the Non-Disclosure Certificate of Protected Materials Including Protected Materials Marked as Not Available to Competitive Duty Personnel and this Protective Agreement with respect to any Protected Materials to which such Reviewing Representative previously had access.

(c) Notwithstanding the foregoing, with respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel” and information derived therefrom, a Reviewing Representative may not be an employee of a FERC-regulated natural gas pipeline or storage facility or a non-regulated gathering or processing facility in the region in which PJM operates. Reviewing Representatives of such a facility, with respect to Protected Materials that have been marked “Not Available to Competitive Duty Personnel,” shall be limited to outside counsel and/or consultants, provided such individuals are not engaged as Competitive Duty Personnel, as defined above, on behalf of such facility.

(d) Notwithstanding the foregoing, a person who otherwise would be disqualified as Competitive Duty Personnel may serve as a Reviewing Representative upon agreement with PJM or, in the absence of such agreement, upon entry of an order of the Commission or the Presiding Judge, if any, authorizing such person to serve as a Reviewing Representative. Any request for an agreement or order under the preceding sentence shall be subject to the following conditions: (i) Participant must certify in writing to PJM that Participant’s ability to participate effectively in this Proceeding would be prejudiced if it was unable to rely on the assistance of the particular Reviewing Representative; (ii) Participant must identify by name and job title the particular Reviewing Representative required and must describe the person’s duties and responsibilities; (iii) the Participant claiming such prejudice must acknowledge in writing to PJM that access to the Protected Materials which are marked as Not Available to Competitive Duty Personnel shall be restricted only to such access necessary for the adjudication of this Proceeding, absent prior written consent of the PJM or authorization of the Commission or the Presiding Judge, if any, with opportunity for PJM to seek review of such decision as provided in this order; (iv) Participant must acknowledge in writing that any other use of Protected Materials which are Not Available to Competitive Duty Personnel shall constitute a violation of this Protective Agreement; and (v) prior to having access to any Protected Materials which are marked as Not Available to Competitive Duty Personnel, the Competitive Duty Personnel who is authorized to act as a Reviewing Representative must execute and deliver to PJM a Non-Disclosure Certificate Concerning Protected Material Including Protected Material Marked As

Not Available to Competitive Duty Personnel acknowledging his or her familiarity with the contents of this Protective Agreement and the particular restrictions set forth in this paragraph regarding such Protected Materials. Such agreement by PJM shall not be unreasonably withheld, delayed or conditioned. Provided that Protected Materials are correctly labeled, compliance with this Protective Agreement shall be the responsibility of the receiving Participant. Materials marked as “Not Available to Competitive Duty Personnel” shall be returned or destroyed at the conclusion of this Proceeding as otherwise provided in this Protective Agreement.

24. If PJM believes that Protected Materials that it previously disclosed to Reviewing Representative(s) contain Market Sensitive Information, public disclosure of which would competitively harm PJM, and should be treated as if such Protected Materials had been labeled “Not Available to Competitive Duty Personnel,” PJM must notify Participant. Such notice must specifically identify the Protected Materials that contain such Market Sensitive Information, make an informal showing of why such information should be subject to the restrictions applicable to Protected Materials labeled “Not Available to Competitive Duty Personnel,” and must seek Participant’s consent to treatment of the subject materials as “Not Available to Competitive Duty Personnel.” Such consent shall not be unreasonably withheld, delayed or conditioned. If no agreement is reached concerning the designation of previously distributed Protected Material as “Not Available to Competitive Duty Personnel,” PJM may submit the dispute to the Commission or the Presiding Judge. If any. In the event that PJM’s previously distributed Protected Material is subsequently designated as “Not Available to Competitive Duty Personnel,” it will be the responsibility of Participant to ensure compliance with this Protective Agreement after the additional designation; PJM will not be responsible for redistributing or re-labeling the affected Protected Materials.

25. If Participant is required by process of law to disclose the contents of Protected Materials, Participant agrees to timely notify PJM of any such request prior to making any disclosure, and to take all reasonable steps to ensure that such information or materials will be accorded confidential treatment, in accordance with this Protective Agreement, FERC’s procedures set forth at 18 C.F.R. §§ 385.112 and 385.113, as well as in FERC’s policies set forth by various FERC orders. Further, Participant agrees to limit disclosures only to information that is necessary to be responsive to any such request.

{Signature Page Follows}

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Agilatas Energy, Inc., on behalf of Tygart,
LLC,
Complainant,

v.

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

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)
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Docket No. EL26-105-000

NON-DISCLOSURE CERTIFICATE OF PROTECTED MATERIALS

I hereby certify my understanding that access to Protected Materials 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 the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected 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 breach of the Protective Agreement.

By: _____
Printed Name: _____
Title: _____
Representing: _____
Date: _____

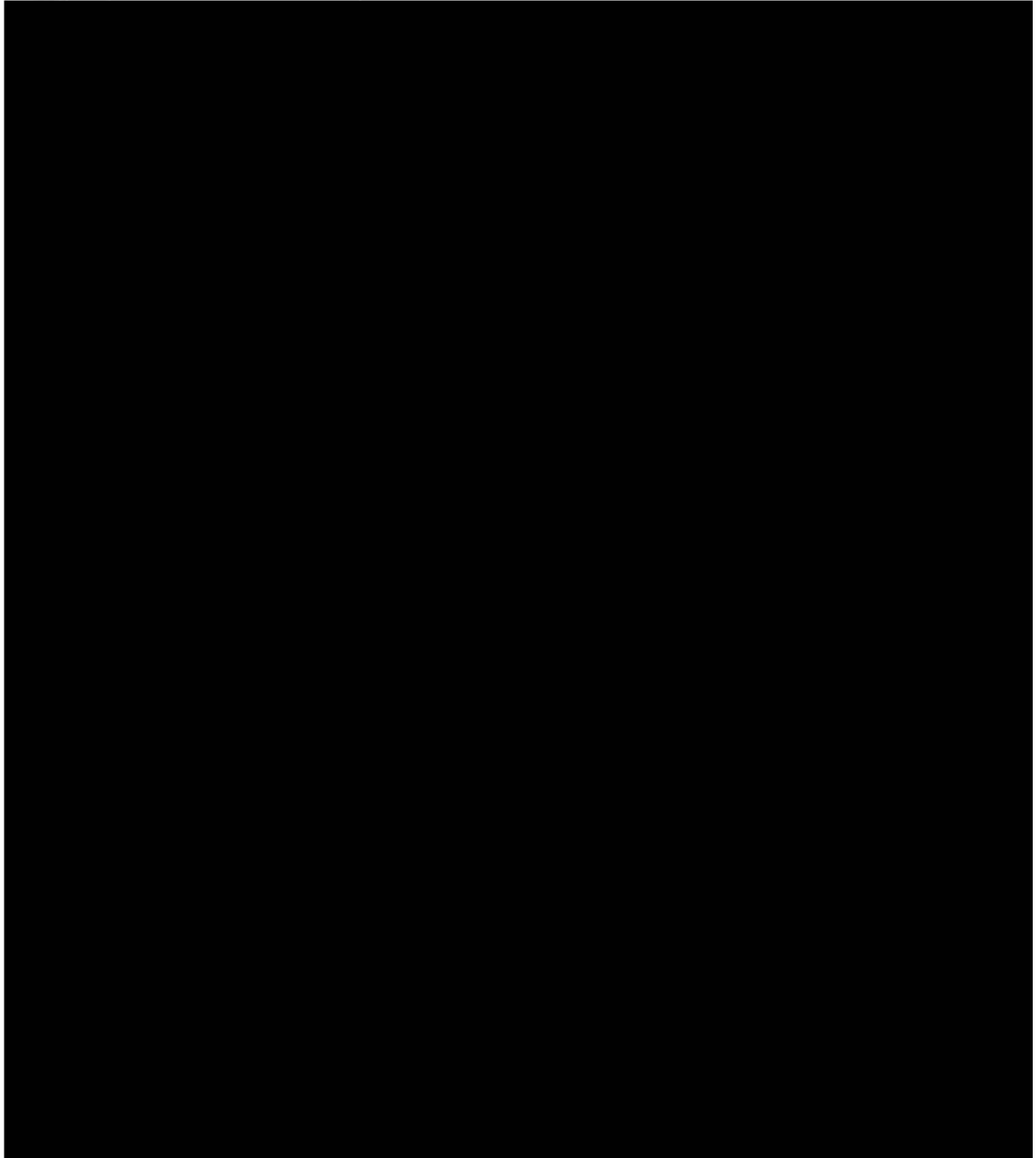
**Original Application Main Power Transformer –
Power Flow Model-C01-1716**

Public

Exhibit No. 1- Privileged Material Redacted

Original Application

Main Power Transformer – Power Flow Model- C01-1716

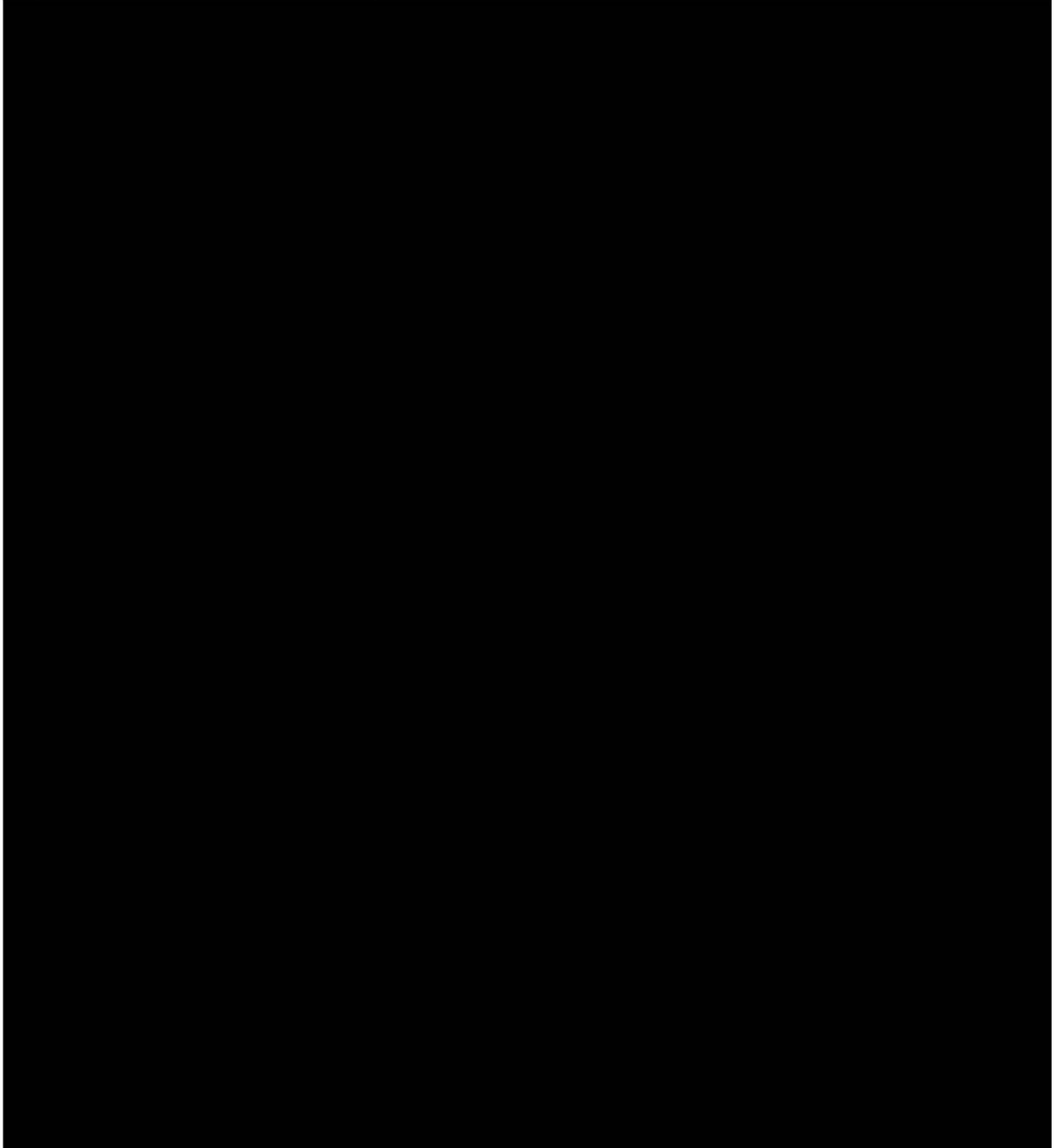


**Cure Package Main Power Transformer –
Power Flow Model-C01-1716**

Exhibit No. 2- Privileged Material Redacted

Cure Package

Main Power Transformer – Power Flow Model- C01-1716



**Original Application Main Power Transformer –
Single Line Diagram-C01-1716**

Exhibit No. 3- Privileged Material Removed

Original Application

Main Power Transformer – Single Line Diagram-C01-1716

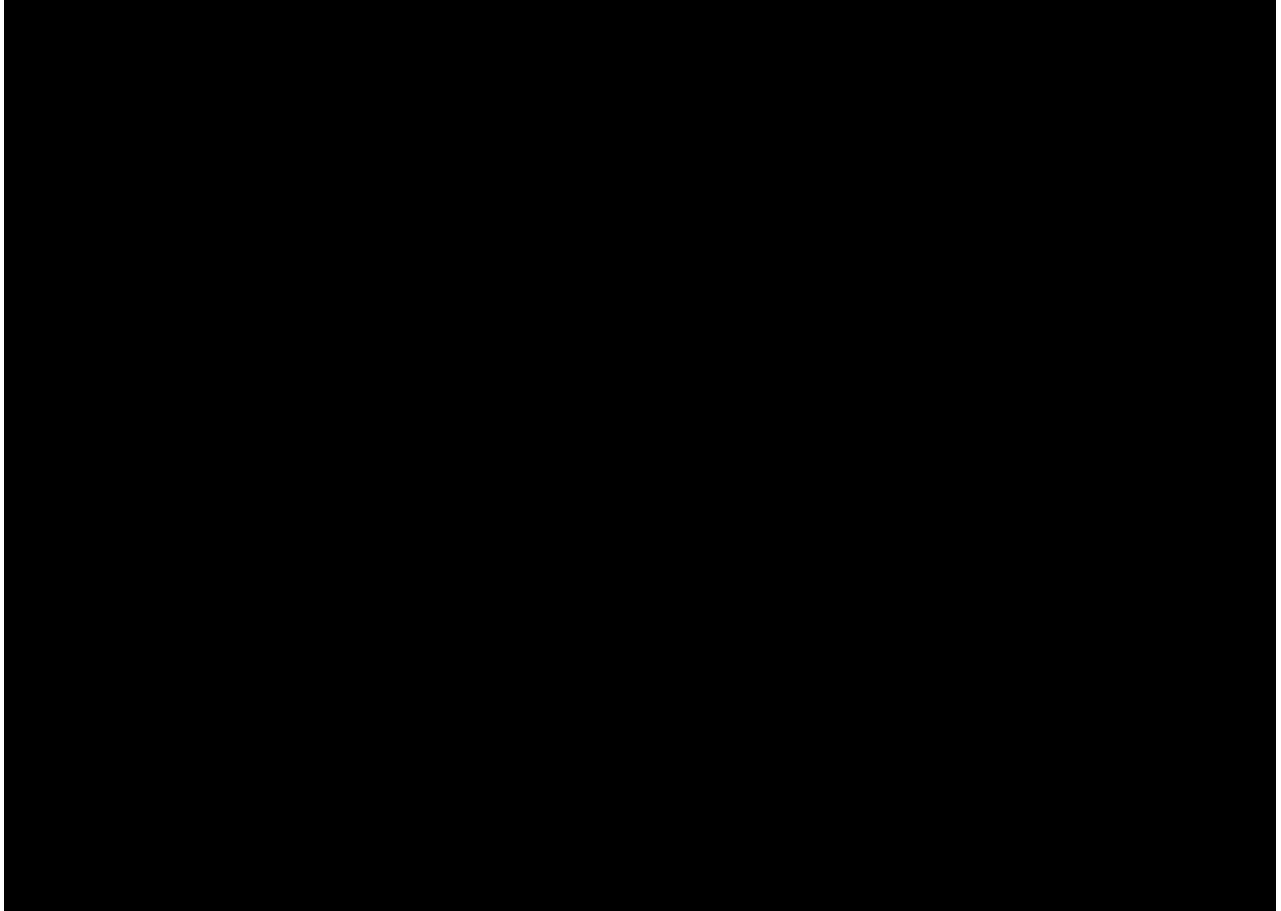


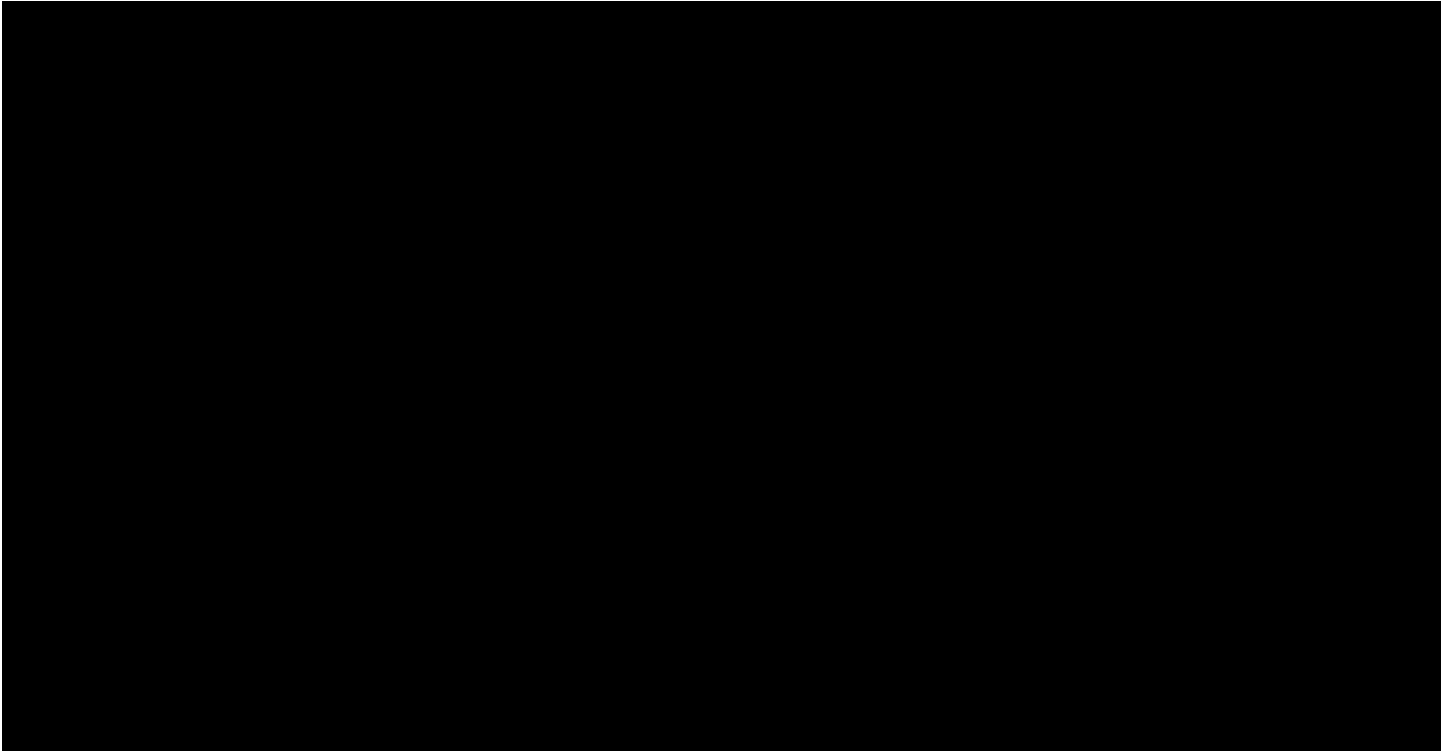
Exhibit 4

**Cure Package Main Power Transformer –
Single Line Diagram-C01-1716**

Exhibit No. 4- Privileged Material Redacted

Cure Package

Main Power Transformer – Single Line Diagram- C01-1716

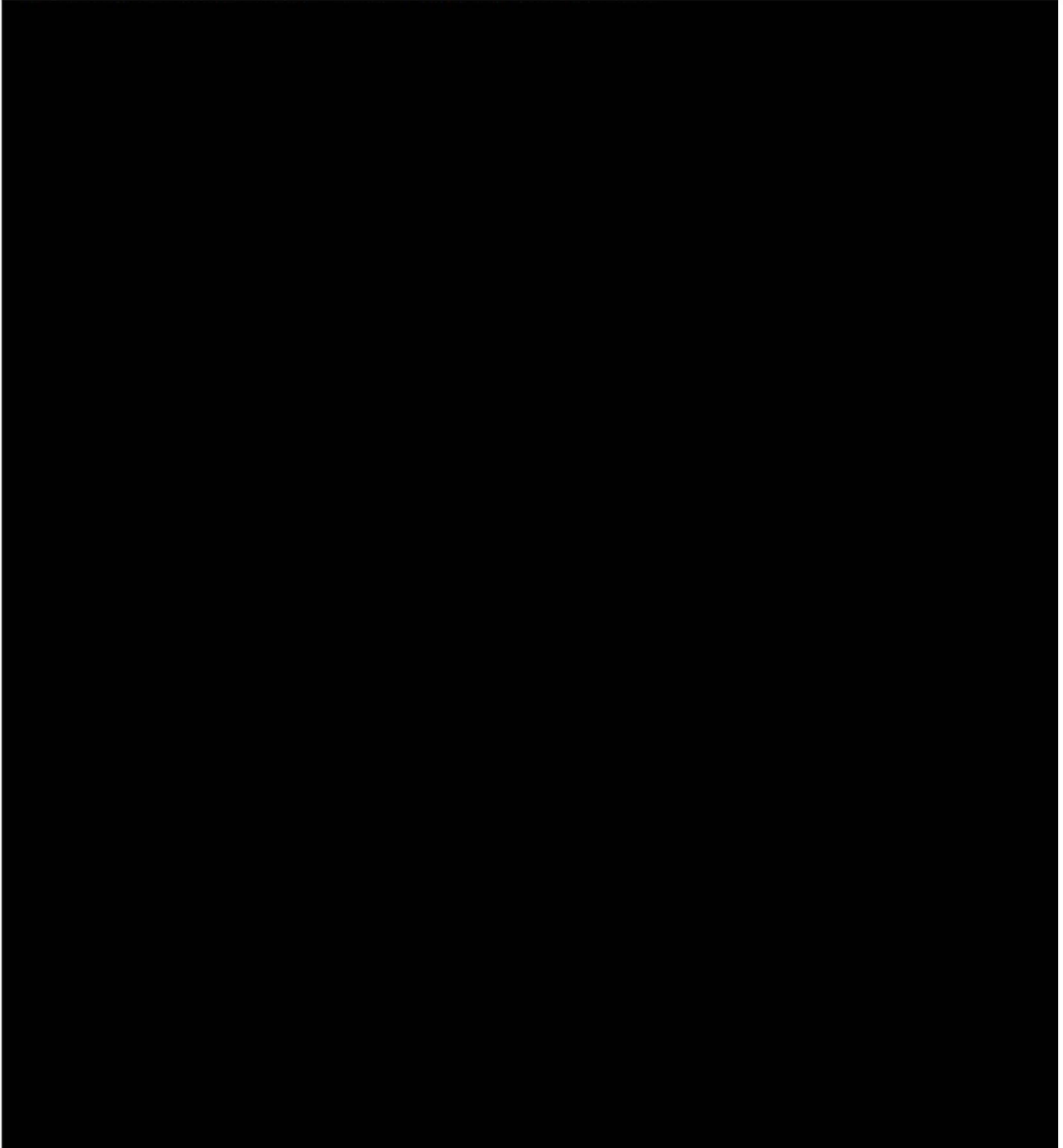


**Clarification Submission Main Power Transformer –
Power Flow Model-C01-1716**

Exhibit No. 5

Clarification Submission

Main Power Transformer – Power Flow Model- C01-1716

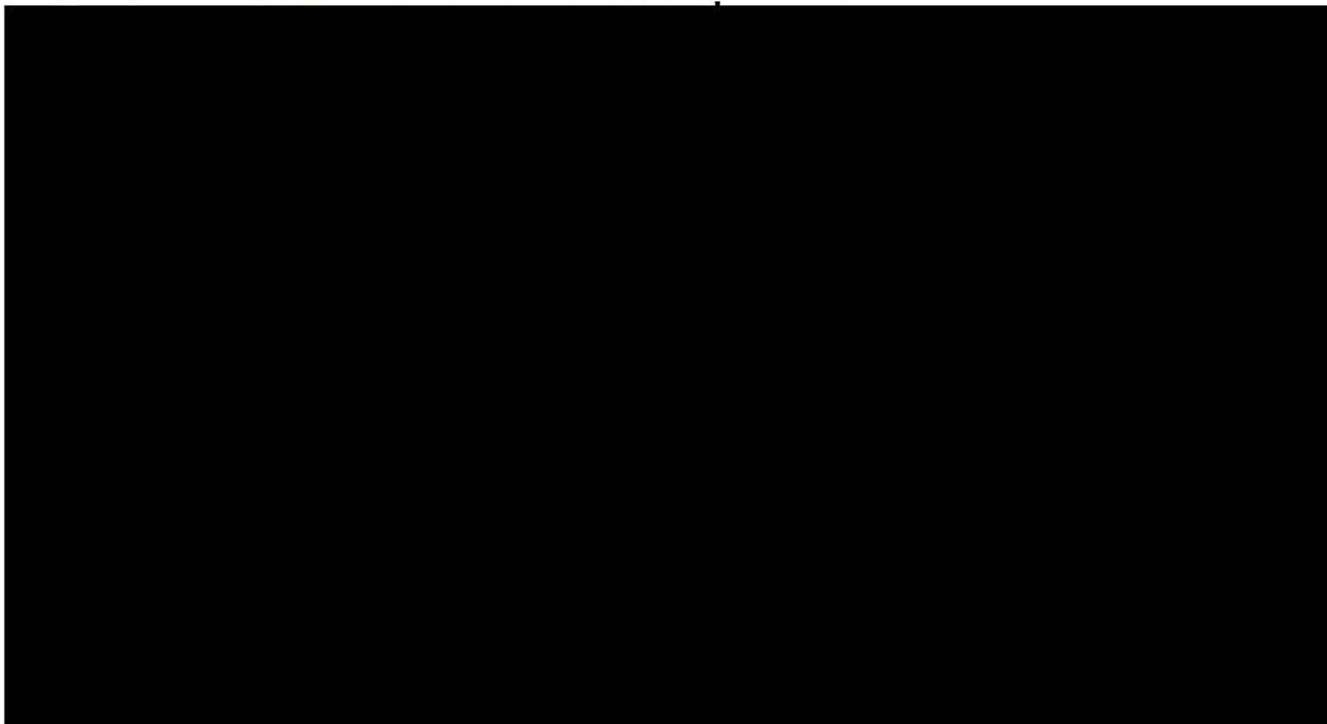


**Clarification Submission Main Power Transformer –
Single Line Diagram-C01-1716**

Exhibit No. 6- Privileged Material Redacted

Clarification Submission

Main Power Transformer – Single Line Diagram- C01-1716

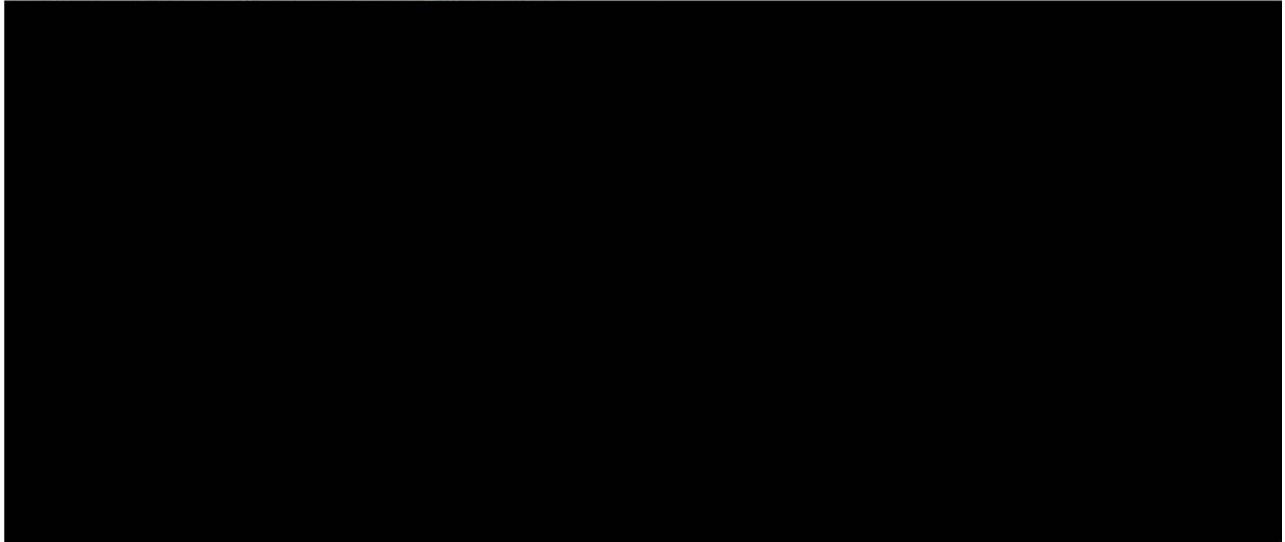


Clarification Submission Spreadsheet

Exhibit No. 7- Privileged Material Redacted

Clarification Submission

Main Power Transformer – Spreadsheet



Clarification Submission

Generator saturation values at 1.0 p.u. and 1.2 p.u. – Spreadsheet

