

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

<b>Illinois Generation LLC</b>	)	<b>Docket No. ER25-2232-000</b>
	)	
<b>Heritage Prairie Solar LLC</b>	)	<b>Docket No. ER25-2234-000</b>
	)	
<b>(unconsolidated)</b>		

**PROTEST OF PJM INTERCONNECTION, L.L.C.**

PJM Interconnection, L.L.C. (“PJM”), pursuant to Rule 211 of Federal Energy Regulatory Commission (“Commission” or “FERC”) Rules of Practice and Procedure<sup>1</sup> and the Commission’s May 15, 2025, Combined Notice of Filings #1,<sup>2</sup> submits this Protest to the Assignment, Co-Tenancy, and Shared Facilities Agreement by and among Illinois Generation LLC (“Illinois Generation”) and Heritage Prairie Solar LLC (“Heritage Prairie,” and, together with Illinois Generation, the “Developers”) (“Shared Facilities Agreement”).<sup>3</sup> As filed, the Shared Facilities Agreement is inconsistent with the FERC-jurisdictional service agreements described below, which are pending acceptance by the Commission. PJM requests that the Commission direct the Developers to modify the Shared Facilities Agreement so that its terms are consistent with the Developers’ contractual obligations under their service agreements.

**I. BACKGROUND**

Illinois Generation is a party to the following agreements on file with the Commission:

(1) Interconnection Service Agreement among PJM, Illinois Generation LLC, and Commonwealth Edison Company (“ComEd”), designated Service Agreement No. 6829 (“Illinois Generation

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<sup>1</sup> 18 C.F.R. § 385.211.

<sup>2</sup> Combined Notice of Filings #1, Docket Nos. ER25-2232-000, ER25-2234-000, at 4-5 (May 15, 2025).

<sup>3</sup> *Illinois Generation LLC*, Filing of Shared Facilities Agreement, Docket No. ER25-2232-000 (May 15, 2025); *Heritage Prairie Solar LLC*, Certificate of Concurrence to Shared Facilities Agreement, Docket No. ER25-2234-000 (May 15, 2025).

ISA”);<sup>4</sup> (2) Interconnection Construction Service Agreement among PJM, Illinois Generation LLC, and ComEd, designated Service Agreement No. 6830;<sup>5</sup> and (3) Interconnection Construction Service Agreement among PJM, Illinois Generation LLC, and Indiana Michigan Power Company, designated Service Agreement No. 6896<sup>6</sup> (collectively, the “Illinois Generation Agreements”). Heritage Prairie is a party to a Generation Interconnection Agreement among PJM and ComEd, currently pending acceptance by the Commission (“Heritage Prairie GIA”).<sup>7</sup> The Illinois Generation Agreements and the Heritage Prairie GIA are collectively referred to herein as the “Interconnection Agreements.”

The Illinois Generation Agreements facilitate the interconnection to the PJM Transmission System of a wind generation facility with a Maximum Facility Output (“MFO”) of 850 MW located in Livingston and Kankakee Counties, Illinois.<sup>8</sup> The Heritage Prairie GIA facilitates the interconnection of a solar generation facility with a MFO of 300 MW located in Kankakee County,

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<sup>4</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1439-001 (Aug. 8, 2023). On April 30, 2025, PJM filed an amended Illinois Generation ISA to include, *inter alia*, terms related to the shared facilities arrangement among Illinois Generation and Heritage Prairie. *PJM Interconnection, L.L.C.*, Amendment to Service Agreement Nos. 6829 & 6830; Queue No. AD1-100, Docket No. ER25-2087-000 (Apr. 30, 2025).

<sup>5</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER23-1439-001 (Aug. 8, 2023). On April 30, 2025, PJM filed an amended Interconnection Construction Service Agreement to include, *inter alia*, terms related to the shared facilities arrangement among Illinois Generation and Heritage Prairie. *PJM Interconnection, L.L.C.*, Amendment to Service Agreement Nos. 6829 & 6830; Queue No. AD1-100, Docket No. ER25-2087-000 (May 27, 2025).

<sup>6</sup> Service Agreement No. 6896 is conforming, and therefore PJM did not individually submit it for filing, but rather reported it in PJM’s Electric Quarterly Report (“EQR”). See Revised Public Utility Filing Requirements, Order No. 2001, 2001-2005 FERC Stats. & Regs., Regs. Preambles ¶ 31,127, at P 249, *reh’g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reconsideration and clarification denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *enforcing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *enforcing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order on clarification*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order adopting EQR data dictionary*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh’g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising EQR data dictionary*, Order No. 2001-I, III FERC Stats. & Regs., Regs. Preambles ¶ 31,282 (2008). On May 27, 2025, PJM filed an amended Interconnection Construction Service Agreement to include, *inter alia*, terms related to the shared facilities arrangement among Illinois Generation and Heritage Prairie. *PJM Interconnection, L.L.C.*, Amendment to Service Agreement No. 6896; Queue No. AD1-100, Docket No. ER25-2318-000 (May 27, 2025).

<sup>7</sup> *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7644; Project Identifier No. AE1-166/AE2-152, Docket No. ER25-2088-000 (Apr. 30, 2025).

<sup>8</sup> Illinois Generation ISA, Specifications, section 1.0.

Illinois.<sup>9</sup> The Developers separately own these co-located facilities in a joint ownership configuration at the Point of Interconnection (“POI”) on the Transmission System.

The Illinois Generation ISA and the Heritage Prairie GIA both include non-standard terms and conditions to memorialize a shared Interconnection Facilities arrangement.<sup>10</sup> These terms provide, *inter alia*, that (1) the Developers must file their fully executed Shared Facilities Agreement with the Commission; (2) the Developers will own and use their respective *pro rata* share of jointly owned shared Interconnection Facilities to transport energy produced by their respective assets to the POI; and (3) “[a]ny required notices and all communications to the IC Parties [i.e., Illinois Generation and Heritage Prairie]...and from any IC Party to Transmission Provider and/or Interconnection Transmission Owner regarding any matter related to this ISA or any of the Interconnection Agreements governing the interconnection...shall be made only to, and given only by” Heritage Prairie Solar LLC.<sup>11</sup> On May 15, 2025, Illinois Generation filed the Shared Facilities Agreement, dated May 13, 2025, with the Commission.<sup>12</sup> Heritage Prairie filed a notice of concurrence.<sup>13</sup>

## **II. PROTEST TO SHARED FACILITIES AGREEMENT**

The Developers’ filing of the Shared Facilities Agreement is required under the Illinois Generation ISA and Heritage Prairie GIA. These fully executed three-party Interconnection Agreements govern the Developers’ contractual obligations to develop their respective projects as specified therein. As described below, certain material terms of the Shared Facilities Agreement

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<sup>9</sup> Heritage Prairie GIA, Specifications, section 1.0.

<sup>10</sup> Illinois Generation ISA, Schedule F; Heritage Prairie GIA, Schedule F.

<sup>11</sup> Illinois Generation ISA, Schedule F; Heritage Prairie GIA, Schedule F.

<sup>12</sup> *Illinois Generation LLC*, Filing of Shared Facilities Agreement, Docket No. ER25-2232-000 (May 15, 2025).

<sup>13</sup> *Heritage Prairie Solar LLC*, Certificate of Concurrence to Shared Facilities Agreement, Docket No. ER25-2234-000 (May 15, 2025).

are inconsistent with the terms of the Interconnection Agreements. PJM respectfully requests that the Commission direct the Developers to amend the Shared Facilities Agreement so that it aligns with the terms of the Interconnection Agreements.

**A. The Descriptions of the Generation Assets Are Inaccurate.**

As a preliminary matter, the Shared Facilities Agreement describes Illinois Generation's generation facility as a "wind power *and/or storage project*" that consists of "*up to 850 megawatts*" of capacity.<sup>14</sup> Similarly, the Shared Facilities Agreement states that Heritage Prairie's generation facility is a "solar power *and/or storage project*" that consists of "*up to 300 MW*" of capacity.<sup>15</sup> These descriptions are inconsistent with the terms of the Interconnection Agreements. Specifically, the Illinois Generation ISA states the following:

Commercial Operation. On or before November 30, 2026, Interconnection Customer ***must demonstrate commercial operation of 850 MW of generating units***. Demonstrating commercial operation includes achieving Initial Operation in accordance with Section 1.4 of Appendix 2 to this ISA and making commercial sales or use of energy, as well as, if applicable, obtaining capacity qualification in accordance with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.<sup>16</sup>

In addition, the Illinois Generation ISA describes the project as follows:

A ***wind generation facility*** consisting of 222 General Electric GE 3.83-130 wind turbines each with its own step-up transformer connected to a 34.5 kV system, with a high-side voltage of 345kV, and any additional facilities necessary to comply with section 12 of this ISA relating to the power factor requirement given the reactive deficiencies identified in the AD1-100 System Impact Study Report.<sup>17</sup>

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<sup>14</sup> Shared Facilities Agreement, Recitals; *Illinois Generation LLC*, Filing of Shared Facilities Agreement, Docket No. ER25-2232-000, at 2 (May 15, 2025) (emphasis added).

<sup>15</sup> Shared Facilities Agreement, Recitals (emphasis added).

<sup>16</sup> Illinois Generation ISA, section 6.4 (emphasis added).

<sup>17</sup> Illinois Generation ISA, Specifications, section 1.0(d) (emphasis added).

Similarly, the Heritage Prairie GIA states that the generation facility's Maximum Facility Output ("MFO") is 300 MW,<sup>18</sup> and:

Commercial Operation. On or before December 31, 2027, Project Developer ***must demonstrate commercial operation of all generating units*** for PJM Project Identifier AE1-166/AE2-152 in order to achieve the full Maximum Facility Output set forth in section 1.0(c) of the Specifications to this GIA. Failure to achieve this Maximum Facility Output may result in a permanent reduction in Maximum Facility Output of the Generating Facility, and if, necessary, a permanent reduction of the Capacity Interconnection Rights, to the level achieved.<sup>19</sup>

The Heritage Prairie GIA describes the project as follows:

A ***solar facility*** consisting of ninety-six (96) Power Electronics FS340 3.1681 MW inverters and ninety-six (96) x 3.55 MVA inverter step-up transformers, solar panels supporting a total 300 MWE, circuit breakers and/or switches required for the generating facility, protection and control relays and any associated enclosure and two (2) (100.5/133/167 MVA) main power transformers with a high-side voltage of 345 kv.<sup>20</sup>

Based on the plain terms of the Interconnection Agreements, Illinois Generation is contractually committed to construct an 850 MW wind generation facility, and Heritage Prairie is contractually committed to construct a 300 MW solar generation facility.<sup>21</sup> However, the Shared Facilities Agreement incorrectly describes these assets as including storage components and uses "up to" language that erroneously suggests the Developers have the option of constructing the facilities with a design capacity less than the MFO in the Interconnection Agreements.<sup>22</sup> These

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<sup>18</sup> Heritage Prairie GIA, Specifications, section 1.0(c).

<sup>19</sup> Heritage Prairie GIA, section 6.5 (emphasis added).

<sup>20</sup> Heritage Prairie GIA, Specifications, section 1.0(d) (emphasis added).

<sup>21</sup> See *supra* notes 16-20.

<sup>22</sup> Additionally, neither Developer's Application included a storage component nor did PJM study storage components as a part of the System Impact Study. AD1-100 System Impact Study Report, PJM Interconnection, L.L.C., (Dec. 22, 2022), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ad1100\\_imp.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ad1100_imp.htm); AE1-166 System Impact Study Report, PJM Interconnection, L.L.C., (Apr. 11, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ae1166\\_imp.html](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ae1166_imp.html); AE2-152 System Impact Study Report, PJM Interconnection,

representations reflect a material departure from the terms of the Interconnection Agreements. Therefore, PJM respectfully requests that the Commission direct the Developers to amend the Shared Facilities Agreement to ensure its terms accurately reflect the Interconnection Agreements.

***B. The Description of the Shared Interconnection Facilities Is Inaccurate.***

Exhibit D of the Shared Facilities Agreement purports to describe “Shared Facilities to be owned and used by all Co-Tenants.”<sup>23</sup> However, the stated ownership of certain facilities does not comport with the joint ownership of the Interconnection Customer Interconnection Facilities set forth in the Interconnection Agreements, which are the radial facilities physically located between the high sides of the main power transformers and the Point of Change in Ownership with the Transmission Owner Interconnection Facilities. Specifically, the Heritage Prairie GIA states that Heritage Prairie owns two 345 kV circuit breakers and two 345 kV disconnection switches.<sup>24</sup> The Illinois Generation ISA states that Illinois Generation owns seven 345 kV circuit breakers, ten 345 kV MOD disconnection switches, and one 345 kV transmission line terminating at TSS 905 Essex.<sup>25</sup> Also, Exhibit D includes equipment that appears to be Transmission Owner Interconnection Facilities among the shared facilities “to be owned and used by all Co-Tenants,” such as the dead-end structure and the current transformers for protective relaying and metering.<sup>26</sup> Therefore, to avoid confusion, PJM requests the Commission direct the Developers to clearly

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L.L.C., (Apr. 11, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ae2152\\_imp.html](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ae2152_imp.html).

<sup>23</sup> Shared Facilities Agreement, Exhibit D.

<sup>24</sup> Heritage Prairie GIA, Specifications, section 3.0(a)(1)(i).

<sup>25</sup> Illinois Generation ISA, Specifications, section 3.0(a)(1).

<sup>26</sup> Shared Facilities Agreement, Exhibit D.

identify the jointly owned and shared Interconnection Customer Interconnection Facilities<sup>27</sup> to be consistent with the Interconnection Agreements.

***C. Unclear PJM Contact***

The Shared Facilities Agreement describes the Co-Tenancy Manager as the contact person concerning “day-to-day, routine operation and maintenance service” of the projects.<sup>28</sup> The Developers have identified the Co-Tenancy Manager as Illinois Generation LLC.<sup>29</sup> On the other hand, the Interconnection Agreements identify Heritage Prairie as PJM’s point of contact for any matters arising thereunder as follows:

Any required notice and all communications to the [Developers] and any required notice and all communications from any [Developer] to [PJM] and/or [ComEd] regarding any matter relating to this GIA or any of the Interconnection Agreements governing the interconnection of the Generating Facility or Customer Facility shall be made only to, and given only by, the following contact:

Project Developer:

Heritage Prairie Solar LLC  
1088 Sansome St.  
San Francisco, California 94111  
Attn: Deral Danis – Assistant Vice President of  
Transmission or successor  
Email: [deral.danis@patternenergy.com](mailto:deral.danis@patternenergy.com)  
Business: 312-259-9989

With a copy to:

Heritage Prairie Solar General Counsel  
[HPJVLegalNotice@patternenergy.com](mailto:HPJVLegalNotice@patternenergy.com)  
Business: 415-283-4000<sup>30</sup>

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<sup>27</sup> For ease of reference, “Interconnection Customer Interconnection Facilities” is effectively synonymous with the term “Project Developer Interconnection Facilities” under the Heritage Prairie GIA.

<sup>28</sup> Shared Facilities Agreement, Recitals.

<sup>29</sup> Shared Facilities Agreement, Introductory paragraph.

<sup>30</sup> Illinois Generation ISA, Schedule F, section 6.0; Heritage Prairie GIA, Schedule F, section 6.0.

As a result, the Co-Tenancy Manager identified in the Shared Facilities Agreement does not match the contact identified in the Interconnection Agreements, introducing uncertainty about whom PJM should contact for any matters arising under the Interconnection Agreements. Therefore, PJM requests that the Commission direct that the Developers either amend the Shared Facilities Agreement to comport with the terms of the Interconnection Agreements, or clarify how the role of Co-Tenancy Manager differs from the function served by the common point of contact identified in Schedule F of the Interconnection Agreements.

***D. The Shared Facilities Agreement Does Not Appear to Respect the Generation Facilities' Individual MFO Values.***

Pursuant to the Developers' respective Interconnection Requests, the AD1-100 Customer Facility and the AE1-166/AE2-152 Generating Facility, while arguably comprising a single unit, were studied as separate but co-located generation facilities with separate Interconnection Agreements. As such, each possesses a unique MFO, with Illinois Generation's component having an MFO of 850 MW,<sup>31</sup> and Heritage Prairie's component having an MFO of 300 MW.<sup>32</sup> Pursuant to the non-standard terms and conditions of the Developers' respective Interconnection Agreements, each Developer also committed to using its *pro rata* share of the Interconnection Customer Interconnection Facilities to deliver energy from its share of the unit to the POI.<sup>33</sup> Based upon PJM's review of the Shared Facilities Agreement, certain terms suggest that the Developers may not be intending to respect the individual MFO values set forth in each of the Interconnection Agreements.

Section 6.4(b) of the Shared Facilities Agreement states the following:

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<sup>31</sup> Illinois Generation ISA, Specifications, section 1.0(c).

<sup>32</sup> Heritage Prairie GIA, Specifications, section 1.0(c).

<sup>33</sup> Illinois Generation ISA, Schedule F, section 2.0; Heritage Prairie GIA, Schedule F, section 2.0.



[Illinois Generation (“IGW”)] and [Heritage Prairie (“HPS”)] acknowledge that their respective Interconnection Agreements only permit the Projects cumulatively to produce an output of up to the sum of 1,150 MW. As such, IGW, and HPS agree that their respective self-curtailment controller shall be programmed so that (x) the aggregate output of the Projects shall never exceed the aggregate permitted output under their cumulative Interconnection Agreements, and (y) (i) IGW’s interconnected energy production shall never exceed the sum of (a) IGW’s permitted output under the IGW Interconnection Agreement and (b) the positive difference, if any, between HPS’s permitted output under the HPS Interconnection Agreement and the power production of HPS at the point of interconnection, and (ii) HPS’s interconnected energy production shall never exceed the sum of (a) HPS’s permitted output under the HPS Interconnection Agreement and (b) the positive difference, if any, between the IGW’s permitted output under the IGW Interconnection Agreement and the power production of IGW at the point of interconnection.<sup>34</sup>

Section 6.4(b)’s terms, coupled with non-use of the defined term “Permitted Capacity,”<sup>35</sup> would seem to allow either Developer to transmit up to 1,150 MW of output. This provision is inconsistent with the Interconnection Agreements. The Illinois Generation Customer Facility and the Heritage Prairie Generating Facility have separate MFOs under their respective Interconnection Agreement. If the Developers intend to operate their assets as a jointly owned unit, then the Interconnection Agreements must be reformed to reflect a single Interconnection Customer and single Customer Facility under a single interconnection agreement.<sup>36</sup> The terms of the Illinois Generation ISA and the Heritage Prairie GIA are clear: PJM will provide

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<sup>34</sup> Shared Facilities Agreement at 18.

<sup>35</sup> The Shared Facilities Agreement defines “Permitted Capacity” as the “[Illinois Generation] Permitted Capacity and/or the [Heritage Prairie] Permitted Capacity, as the context may require.” Shared Facilities Agreement at Appendix A-v. The Permitted Capacity of each asset is the design capacity as defined in the Recitals. Shared Facilities Agreement at Appendix A-iii, A-iv.

<sup>36</sup> “Interconnection Customer” and “Customer Facility” are terms used in the *pro forma* ISA found in PJM Tariff, Part IV and are effectively synonymous with the terms “Project Developer” and “Generating Facility” under the *pro forma* GIA

Interconnection Service at the POI to each Developer up to their respective MFO.<sup>37</sup> Moreover, PJM conducted its System Impact Studies under the premise that the Illinois Generation Customer Facility and the Heritage Prairie Generating Facility represented separate 850 MW and 300 MW injections at the POI.<sup>38</sup>

For the reasons described above, PJM requests that the Commission direct the Developers to revise section 6.4(b) and any related provisions to align with the Developers' obligations under the Interconnection Agreements.

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<sup>37</sup> See Illinois Generation ISA, Appendix 2, section 2.1; Heritage Prairie GIA, Appendix 2, section 2.1.

<sup>38</sup> See AD1-100 System Impact Study Report, PJM Interconnection, L.L.C., (Dec. 22, 2022), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ad1100\\_imp.htm](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ad1100_imp.htm); AE1-166 System Impact Study Report, PJM Interconnection, L.L.C., (Apr. 11, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ae1166\\_imp.html](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ae1166_imp.html); AE2-152 System Impact Study Report, PJM Interconnection, L.L.C., (Apr. 11, 2024), [https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact\\_studies/ae2152\\_imp.html](https://www.pjm.com/pjmfiles/pub/planning/project-queues/impact_studies/ae2152_imp.html).

### III. CONCLUSION

For the reasons set forth above, PJM requests that the Commission direct the Developers to amend and clarify the terms of the Shared Facilities Agreement.

Respectfully submitted,

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