

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

Chestnut Run Energy LLC

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Docket No. ER26-2771-000

PROTEST OF PJM INTERCONNECTION, L.L.C.

Pursuant to Rules 211 of the Federal Energy Regulatory Commission’s (“Commission”) Rules of Practice and Procedure,¹ and the Commission’s June 10, 2026, Combined Notice of Filings #1,² PJM Interconnection, L.L.C. (“PJM”) submits this protest (“Protest”) to the June 9, 2026 Request for Prospective, Limited Waiver filed by Chestnut Run Energy LLC (“Chestnut Run”).³ In the Waiver Request, Chestnut Run seeks to waive certain provisions in the PJM Open Access Transmission Tariff (“Tariff”) to modify its New Service Request for its Reliability Resource Initiative (“RRI”) project (“RRI Project”) by changing its equipment configuration and decreasing its Maximum Facility Output (“MFO”) and Capacity Interconnection Rights (“CIR”). As demonstrated herein, the Waiver Request does not satisfy the Commission’s standards for waiver, as it is not of limited scope, does not resolve a concrete problem, and would have undesirable consequences. Granting the Waiver Request would disrupt PJM’s administration of its interconnection process, cause harm to other Project Developers in Transition Cycle No. 2 (“TC2”) and erode the purpose of the RRI. The Commission therefore should deny the Waiver Request.

¹ 18 C.F.R. § 385.211.

² Combined Notice of Filings #1, Docket Nos. ER26-2771-000, et al., at 3 (June 10, 2026).

³ *Chestnut Run Energy LLC*, Request for Prospective, Limited Waiver, Shortened Comment Period and Expedited Commission Action of Chestnut Run Energy LLC, Docket No. ER26-2771-000 (Jun. 9, 2026) (“Waiver Request”).

PJM is not unsympathetic, however, to the challenges faced by Project Developers in achieving near-term commercial operation dates. Further, PJM acknowledges the need to facilitate the interconnection and achievement of commercial operation of as many new resources as possible given the challenges facing our industry in the current environment. PJM therefore also highlights other avenues by which Chestnut Run might achieve its goals absent its Waiver Request.

I. BACKGROUND

Chestnut Run is the Project Developer of a 1,300 megawatt (“MW”) natural gas facility, with all 1,300 MW to be recognized as PJM Capacity,⁴ located in Carroll County, Ohio (“Chestnut Run Facility”).⁵ The Chestnut Run Facility, designated as Project Identifier AH1-680, is one of 51 RRI Projects selected by PJM to be added to the TC2 interconnection process.⁶

A. New Service Request Modification Requests at Decision Point 2

TC2 is approaching the close of Decision Point 2 (“DP2”), where Project Developers are expected to meet certain requirements enumerated in Tariff, Part VII, Subpart D, section 311(A) in order to continue in the interconnection process.⁷ As part of these Tariff rules, Project Developers are also prohibited from modifying their New Service Requests, outside of the limited set of permissible changes listed in Tariff, Part VII, Subpart D, section 311(B)(4).⁸ As it relates

⁴ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Tariff.

⁵ PJM Interconnection, L.L.C., *AH1-680 Phase I Study Report*, (Oct. 29, 2025), https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE_1/AH1-680/AH1_680_imp_PHASE_1.htm (“Phase I SIS Report”); PJM Interconnection, L.L.C., *AH1-680 Phase I Study Report*, (Jun. 4, 2026), https://www.pjm.com/pjmfiles/pub/planning/project-queues/TC2/PHASE_2/AH1-680/AH1-680_imp_PHASE_2.htm#intro (“Phase II SIS Report”).

⁶ PJM Inside Lines, *PJM Chooses 51 Generation Resource Projects To Address Near-Term Electricity Demand Growth*, (May 2, 2025), <https://insidelines.pjm.com/pjm-chooses-51-generation-resource-projects-to-address-near-term-electricity-demand-growth/>.

⁷ Tariff, Part VII, Subpart D, section 311(A).

⁸ Tariff, Part VII, Subpart D, section 311(B)(4).

to equipment changes, the “Project Developer is limited to modifying its New Service Request to Permissible Technological Advancement changes only.”⁹

Chestnut Run is seeking waiver of Tariff, Part VII, Subpart D, section 311(B)(4)(a) and section 311(B)(4)(f), to modify its equipment configuration from its GE Vernova HA.03 model (“GE HA.03 Model”) to the GE Vernova HA.02 model (“GE HA.02 Model”).¹⁰ According to the Waiver Request, Chestnut Run is expecting delays in procuring its GE HA.03 Model, which may delay the commercial operation date of the Chestnut Run Facility “as much as 24 months (or more).”¹¹ Chestnut Run asserts that switching the generator model to the GE HA.02 Model will “enable the [Chestnut Run Facility] to maintain a Commercial Operation Date in 2030 that is as close to its current May 2030 Commercial Operation Date as possible.”¹² In March 2026, Chestnut Run began discussing the proposed equipment change with PJM. On May 22, 2026, following review and discussions with Chestnut Run, PJM determined that the proposed equipment change does not qualify as a Permissible Technological Advancement. Chestnut Run does not challenge this determination and therefore is seeking waiver. Chestnut Run asserts that its Waiver Request

⁹ Tariff, Part VII, Subpart D, section 311(B)(4)(f). “Permissible Technological Advancement” is defined as a proposed technological change such as an advancement to turbines, inverters, plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that is submitted to the Transmission Provider no later than the end of Decision Point II. Tariff, Part VII, Subpart A, section 300, Definitions - P (Definition of Permissible Technological Advancement).

¹⁰ As described in the Waiver Request, the GE HA.03 Model is a single generator per combined-cycle gas turbine train configuration, whereas the GE HA.02 Model is a two generator per combined-cycle gas turbine train configuration. *See* Waiver Request at 9.

¹¹ *Id.* at 2. The Waiver Request does not include any documentary evidence to demonstrate that Chestnut Run is facing delays in procuring its GE HA.03 Model.

¹² *Id.* The Waiver Request does not include any documentary evidence to support the assertion that utilizing the GE HA.03 Model would help Chestnut Run achieve commercial operation in 2030.

satisfies the Commission’s waiver criteria and requests that the Commission grant its Waiver Request by July 1, 2026, before the close of DP2.¹³

B. Additional Provisions Applicable to RRI Projects

On May 2, 2025, PJM selected 51 RRI Projects, including Chestnut Run Facility, based off a set of detailed scoring criteria approved by the Commission.¹⁴ Part of the criteria included commercial operation date viability, to ensure that “RRI priority is given to projects that can be in commercial operation in advance of the 2028/29 Delivery Year, when PJM’s projected Capacity supply begins to tighten.”¹⁵ To that effect, the greater the likelihood of reaching commercial operation sooner, the higher the prospective RRI Project would score. As demonstrated in the table below, proposed RRI Projects with commercial operation dates between June 1, 2029, and May 31, 2030, received a base score of 0.50, whereas RRI Projects with commercial operation dates between June 1, 2030, and May 31, 2031, received a lower base score of 0.25.¹⁶

Commercial Operation Date		Base Score
Prior to June 1, 2028		1
June 1, 2028	May 31, 2029	0.75
June 1, 2029	May 31, 2030	0.50
June 1, 2030	May 31, 2031	0.25
June 1, 2031 and beyond		0

As indicated in the Waiver Request, the anticipated commercial operation date for the Chestnut Run Facility is in May of 2030, therefore Chestnut Run received a base score of 0.50.¹⁷ If its

¹³ DP2 is projected to close on July 7, 2026. PJM Interconnection, L.L.C., *Planning / Cycle Timeline*, (Mar. 18, 2026) <https://www.pjm.com/planning>.

¹⁴ *Supra* note 6.

¹⁵ *PJM Interconnection, L.L.C.*, Tariff Revisions for Reliability Resource Initiative of PJM Interconnection, L.L.C., Docket No. ER25-712-000, at 32-33 (Dec. 13, 2024) (“RRI Filing”).

¹⁶ Tariff, Part VII, Subpart C, section 306(E)(4)(b).

¹⁷ Waiver Request at 2.

commercial operation date fell any time after May 31, 2030, Chestnut Run would have received a lower base score.

In addition to the scoring criteria, RRI Projects are subject to additional Tariff requirements specific to RRI, not otherwise applicable to any other New Service Requests in TC2.¹⁸ For instance, Tariff, Part VII, Subpart D, section 311(B)(4)(b) allows Project Developers in TC2 to reduce their previously requested MFO and CIRs up to 10% of the values studied in Phase II.¹⁹ Conversely, Project Developers with RRI Projects are not permitted to modify the requested MFO and/or CIRs from what is stated in the Application. Specifically, Tariff, Part VII, Subpart C, section 306(E)(5) states that, “[a]n RRI Project’s Generation Interconnection Agreement ... must reflect the same Maximum Facility Output and Capacity Interconnection Rights as contained in the Generation Project Developer’s Application.”²⁰ Further, a Project Developer “may not take steps to change the fuel type(s), Maximum Facility Output and Capacity Interconnection Rights of its RRI Project from those set forth in the Application through the conclusion of the 10th consecutive Delivery Year.”²¹

As Chestnut Run describes, “[t]he proposed equipment change will result in a decrease to the Facility’s current [MFO] of 1,300 MW to an MFO of 1,245 MW,”²² and CIRs of 1,300 MW “down to approximately 1180 MW.”²³ Chestnut Run therefore also seeks waiver of Tariff, Part VII, Subpart C, section 306(E)(5) and Tariff, Part VII, Subpart C, section 306(E)(6), in order to reduce the previously requested MFO and CIRs from its Application. Chestnut Run asserts that

¹⁸ Tariff, Part VII, Subpart C, section 306(E); RRI Filing at 34-36.

¹⁹ Tariff, Part VII, Subpart D, section 311(B)(4)(b).

²⁰ Tariff, Part VII, Subpart C, section 306(E)(5).

²¹ Tariff, Part VII, Subpart C, section 306(E)(6).

²² Waiver Request at 2.

²³ Waiver Request at 6 n.10.

its Waiver Request satisfies the Commission’s waiver criteria and requests that the Commission grant its Waiver Request by July 1, 2026, before the close of DP2.²⁴

II. PROTEST TO WAIVER REQUEST

In determining whether to grant or deny a waiver request, the Commission looks at four factors: whether “(1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.”²⁵ The Commission does not need to find that a waiver request fails to meet all of these criteria—failing only one of these criteria is enough to warrant denial of a waiver request.²⁶ As discussed further below, the Waiver Request falls short under three of the Commission’s four waiver criteria, therefore should be denied.

A. The Waiver Request Is Not Limited in Scope.

Granting the Waiver Request would provide Chestnut Run with an unfair advantage over other Project Developers who are otherwise complying with the Tariff, including other Project Developers with RRI Projects who are complying with the RRI requirements and restrictions. As earlier stated, the Chestnut Run Facility was selected as an RRI Project based on the representations and commitments made in its Application, which includes a commercial operation date falling in May of 2030. While purporting to request a limited one-time waiver of Tariff

²⁴ *Supra* note 13.

²⁵ *Midcontinent Indep. Sys. Operator, Inc.*, 156 FERC ¶ 61,229, at P 15 (2016) (“*MISO*”) (stating the same four factors); *MDU Res. Grp., Inc.*, 155 FERC ¶ 61,081, at P 11 (2016) (“*MDU*”) (same). With respect to the third prong—whether the waiver request addresses a concrete problem—the Commission has made it clear that its consideration is whether the waiver addresses a concrete problem that must be remedied. *See NRG Curtailment Sols., Inc.*, 160 FERC ¶ 61,006, at P 16 (2017); *MISO* at P 16; *MDU* at P 18.

²⁶ *See Middletown Energy Storage LLC*, 182 FERC ¶ 61,092, at P 35 (2023); *see also Cleco Cajun LLC*, 183 FERC ¶ 61,211, at P 35 (2023) (stating that having found that the waiver request would result in undesirable consequences made it unnecessary to respond to the applicant’s claims regarding the other three waiver request criteria); *CPV Shore, LLC*, 168 FERC ¶ 61,048, at P 22 (2019) (stating “[t]he Commission uses the satisfaction of all four criteria as a guide to when it may be appropriate to grant waiver” and that if it “identifies a criterion that by itself makes waiver inappropriate, it need not continue to analyze other criteria before it denies waiver”).

provisions, Chestnut Run is now seeking to evade the obligations it voluntarily assumed when it submitted its Application to participate in RRI. Accordingly, the Waiver Request is not limited in scope and therefore should be denied.

B. The Waiver Request Will Not Address a Concrete Problem.

Chestnut Run asserts that the Waiver Request will address a concrete problem. Specifically, that if the Waiver Request were not to be granted, the commercial operation date for the Chestnut Run Facility would be delayed “by approximately 24 months (from 2030 to 2032).”²⁷ The Waiver Request does not provide any concrete material demonstrating the described delays to the procurement of the GE HA.03 turbines. Without such, the Waiver Request does not demonstrate that there is a concrete problem.

Even if the Commission granted the Waiver Request, which it should not, there is no guarantee that Chestnut Run will not encounter delays in procuring the GE HA.02 Model. The Waiver Request does not provide any documentary material evidence demonstrating that procuring the GE HA.02 Model would help Chestnut Run achieve commercial operation in 2030 as suggested. Instead, Chestnut Run asserts that utilizing the GE HA.02 Model will “enable the [Chestnut Run] Facility to maintain a Commercial Operation Date in 2030 *that is as close* to its current May 2030 Commercial Operation Date as possible.”²⁸ While the Waiver Request does not specify when the Chestnut Run Facility will achieve commercial operation using the GE HA.02 Model, it does indicate that commercial operation is unlikely to occur by May of 2030, as indicated in its Application. Accordingly, the Waiver Request does not demonstrate that it will address a concrete problem and should be denied.

²⁷ Waiver Request at 14-15.

²⁸ Waiver Request at 2 (emphasis added).

C. The Waiver Request Will Result in Undesirable Consequences, Including Harm to Third Parties.

Chestnut Run asserts that granting the Waiver Request “is not expected to have any adverse consequences on third parties.”²⁹ In support of this assertion, Chestnut Run proffers an analysis conducted by a third party consultant concluding that “the proposed equipment change will not cause any material adverse impact(s) on the Transmission System and/or to any third-party.”³⁰ While PJM has reviewed the proposed turbine change for purposes of determining whether it meets the threshold as a Permissible Technological Advancement, before running its own analysis, PJM cannot opine on the analysis completed by Chestnut Run, therefore Chestnut Run’s assertions regarding harm to third parties is inconclusive and does not justify waiver.

Contrary to Chestnut Run’s assertions, granting the Waiver Request will have undesirable consequences, *including* harm to third parties. Chestnut Run is part of TC2, with DP2 projected to close on July 7, 2026.³¹ Both the Phase I and Phase II System Impact Studies, which are now complete, were conducted based on the assumptions and commitments provided to PJM in the TC2 Applications. Chestnut Run now seeks to modify its Application to alter the equipment configuration, MFO and CIRs. The Cycle Process narrows Project Developer flexibility phase-to-phase to both, demonstrate continued project readiness and limit post-Decision Point analytical changes that take significant PJM time to incorporate. Configuration changes proposed in the Waiver Request will incur modeling update changes for multiple bodies of analysis that will require time to incorporate. Additionally, due to the ‘shovel ready’ nature of the RRI projects,

²⁹ *Id.* at 15.

³⁰ *Id.* at 9 & 15.

³¹ *Supra* note 13.

additional restrictions were put in place to underscore the readiness of the selected projects, with changes to MFO and CIRs being explicitly prohibited.

As PJM previously explained,

[t]he whole point of the RRI proposal was to obtain firm commitments to develop projects as submitted in return for those projects being added to Transition Cycle #2 and scored based on their attributes and ability to meet certain goals. Allowing fuel changes or changes to Maximum Facility Output and Capacity Interconnection Rights for projects that were scored and accepted as RRI Projects based on their submitted applications would erode the very goal of allowing to be added to Transition Cycle #2 known ‘shovel ready’ projects that meet PJM’s reliability needs in the short term.³²

Therefore, prohibiting Project Developers from changing the nature and size of its RRI Project, “will ensure that RRI [P]rojects come on-line as proposed and prevent gaming where a project developer could submit one type of project to gain entry to Transition Cycle #2 and later alter the scope of its project to lower the [Unforced Capacity] or [Effective Load Carrying Capability] rating.”³³ Accordingly, granting the Waiver Request would result in undesirable consequences such as disrupting PJM’s administration of its interconnection process and TC2 which, in turn, other Project Developers, and therefore should be denied.

D. The Tariff Affords Chestnut Run with Other Avenues for Interconnection.

As demonstrated above, the Waiver Request does not satisfy the Commission’s standards for waiver and therefore should be denied. Chestnut Run is not left without options. For instance, Chestnut Run may apply for interconnection in Cycle 2, with the GE HA.02 Model and decreased MFO and CIR it seeks to implement in its Waiver Request. This approach would align with Tariff, Part VII, Subpart D, section 311(B)(4) which provides, in relevant part that, “[t]o the extent Project

³² *PJM Interconnection, L.L.C.*, Motion for Leave to Answer, Answer, and Response to NRDC Request for Clarification of PJM Interconnection, L.L.C., Docket No. ER25-712-000, at 14 (Mar. 28, 2025).

³³ *PJM Interconnection, L.L.C.*, 190 FERC ¶ 61,084, at P 253, *reh’g denied*, 192 FERC ¶ 61,085 (2025).

Developer [...] desires a modification that is not expressly allowed, Project Developer [...] must withdraw its New Service Request and resubmit the New Service Request with the proposed modification in a subsequent Cycle.”³⁴

Alternatively, Chestnut Run may apply for interconnection through the Expedited Interconnection Track (“EIT”) process. On June 9, 2026, the Commission accepted PJM’s proposed Tariff revisions, adding a new Part X to establish the EIT process.³⁵ As stated in the EIT Filing, the EIT “provides a temporary, expedited interconnection process outside of PJM’s Cycle Process to get advanced projects of significant size interconnected more quickly to address PJM’s urgent need for additional Capacity Resources.”³⁶ As part of the eligibility requirements for the EIT, the EIT Project must be able to achieve commercial operation within 36 months of submitting the EIT Request and have a generating capacity equal to or greater than 250 MW of Accredited Unforced Capacity value. Further, the EIT Request must include a request for Capacity Resource status along with CIRs relevant to the fuel type of the EIT Project.³⁷

Whether Chestnut Run elects to pursue its project in Cycle 2 or the EIT, its Application will be considered on its merits in accordance with the Tariff, therefore participation will not be guaranteed. Both options, however, provide Chestnut Run with alternative avenues for interconnection that would not disrupt PJM’s administration of its interconnection process, cause harm to other Project Developers in TC2, or erode the purpose of the RRI. Accordingly, the Waiver Request should be denied.

³⁴ Tariff, Part VII, Subpart D, section 311(B)(4).

³⁵ *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,197 (2026).

³⁶ *PJM Interconnection, L.L.C.*, Proposed Tariff Amendments for Expedited Interconnection Track of PJM Interconnection, L.L.C., Docket No. ER25-1563-000, at 7 (Feb. 7, 2026).

³⁷ Additional eligibility criteria provided in Tariff, Part X, Subpart A, section 601(C).

III. CONCLUSION

For the reasons set forth above, the Waiver Request does not satisfy the Commission's standards for waiver, as it is not of limited scope, does not resolve a concrete problem, and would have undesirable consequences. Accordingly, the Waiver Request should be denied. To the extent the Commission grants the Waiver Request, PJM respectfully requests that the scope of the order be confined to the relief sought in the Waiver Request. Therefore, unless explicitly raised in the Waiver Request, all other Tariff provisions, as applicable, shall remain in effect and not waived.

Respectfully submitted,

/s/ Salvia Yi

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June 18, 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 in Audubon, Pennsylvania, this 18th day of June, 2026.

/s/ Salvia Yi

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