

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

Monongahela Power Company,

Complainant,

v.

PJM Interconnection, L.L.C.,

Respondent.

Docket No. EL27-3-000

**COMPLAINT**

**COMPLAINT REQUESTING FAST-TRACK PROCESSING**

During Winter Storm Fern in late January to early February 2026, PJM Interconnection, L.L.C. (“PJM” or “Respondent”), in the name of reliability, undertook massive advance scheduling of gas-fired generating units.<sup>1</sup> The public record and documents available to Complainant Monongahela Power Company (“Mon Power” or “Complainant”) demonstrate that Mon Power, and ultimately its retail customers in West Virginia, suffered substantial harm—approximately \$145 million—due to an extreme divergence between (a) the Locational Marginal Prices (“LMPs”) at the nodes where Mon Power sells power from its coal-fired generating units, and (b) the LMP at the node where Mon Power buys power to serve its retail customer load. Unlike typical reliability-driven uplift costs that are allocated across all of PJM based upon load-ratio share, this

---

<sup>1</sup> This Complaint uses “advance scheduling” to refer to PJM’s Winter Storm Fern pre-Day-Ahead Market reliability scheduling and commitment practices, including pre-scheduling, advance scheduling, advance commitments, and any related operator-initiated or out-of-market commitments, instructions, uplift treatment, or settlement consequences associated with resources scheduled or committed before or outside the ordinary Day-Ahead Market clearing process, even if such resource unit participated in and cleared in the Day-Ahead Market or Real-Time Market.

\$145 million will, absent the Commission’s intervention, be left for ordinary West Virginia citizens to bear at a time when electricity affordability is already a serious problem.

A full picture of PJM’s actions and whether they violated PJM’s tariff is not possible without discovery of PJM’s unit-level, offer, commitment, uplift, congestion, settlement, and market-simulation data. But the public record already gives rise to a substantial concern that warrants further investigation, and Mon Power therefore requests that the Commission set this Complaint for hearing to assess whether PJM’s advance-scheduling and commitment practices, Day-Ahead Market treatment, uplift payments, congestion impacts, and settlement treatment during Winter Storm Fern violated or misapplied the PJM Open Access Transmission Tariff and Operating Agreement by exceeding and/or misusing PJM’s limited advance-scheduling and commitment authority, producing unjust, unreasonable, unduly discriminatory, or preferential outcomes, and/or outcomes that are inconsistent with cost-causation principles.

Pursuant to Federal Power Act (“FPA”) sections 206, 306, and 309<sup>2</sup> and Rule 206 of the Rules of Practice and Procedure of the Commission,<sup>3</sup> Mon Power hereby files this Complaint against PJM. Mon Power respectfully requests, pursuant to Rules 206(b)(11) and (h) of the Commission’s Rules of Practice and Procedure,<sup>4</sup> , fast-track processing and expedited review by the Commission.

In support of this Complaint, Mon Power alleges the following:

---

<sup>2</sup> 16 U.S.C. §§ 824e, 825e, 825h.

<sup>3</sup> 18 C.F.R. § 385.206 (2022).

<sup>4</sup> *Id.* §§ 385.206(b)(11) and (h).

## **I. EXECUTIVE SUMMARY**

At a time when West Virginia customers already face high electricity prices for reasons outside Mon Power's control, those customers were harmed by approximately \$145 million in connection with Winter Storm Fern.<sup>5</sup> Mon Power brings this case because the public record and information available to Mon Power raise serious concerns about how PJM's operational decisions to advance schedule and commit gas-fired generation during Winter Storm Fern—in potential violation or exceedance of PJM's tariff—caused the largest net expense in Mon Power's history. After assessing a full record following discovery, the Commission should determine whether a targeted remedy is warranted to alleviate any financial harm caused by PJM's actions.

As described below, PJM relied heavily on an advance-scheduling practice during Winter Storm Fern, whereby it advance scheduled, committed, and/or issued manual operating and dispatch instructions to a significant amount of gas-fired generation. In 2025, PJM told the Commission that, in the original version of PJM's advance-scheduling practice, PJM rarely pre-scheduled resources before the Day-Ahead Market, did so primarily to address projected transmission constraints, and did so manually. PJM further represented that, as its advance-scheduling process evolved to mitigate operational risk (such as the potential that a gas-fired unit could not obtain sufficient fuel) and not just transmission constraints, advance-scheduled resources were made subject to Day-Ahead Market economic evaluation and received Day-Ahead Market commitments only if they were part of the least-cost solution, *i.e.*, they would be economically evaluated. If they did not clear in the Day-Ahead Market, they could be ordered to run and receive an uplift payment to make them whole. Mon Power has deep-seated concerns that this did not

---

<sup>5</sup> September 29, 2026 Affidavit of David Hunger ("Hunger Aff.") (Exhibit No. MPC-0018) ¶¶ 8–10, 27–29.

happen here, or, at a minimum, did not happen consistent with PJM's representations or happened in a way that exacerbated poor market conditions.

The participation of advance-scheduled resources in the Day-Ahead Market can potentially increase clearing prices and uplift payments, and thus cause material costs to customers. During Winter Storm Fern, more expensive gas generation appears to have been advance scheduled and cleared in the Day-Ahead Market (or, if not cleared, was instructed by PJM to run and receive an uplift payment), while Mon Power's cheaper coal-fired generation often remained at or near economic minimum. System energy prices were higher and congestion increased as well, which in turn raised the total LMP in areas such as Mon Power's load node and lowered the LMPs at the nodes at which Mon Power's coal-fired generators sold power.

For example, during the early afternoon hours on January 28, 2026, Mon Power's Harrison units offered energy at approximately \$50/MWh, yet PJM did not clear the units above their economic minimum levels, even though the system energy component of LMP was approximately \$250/MWh.<sup>6</sup> This phenomenon—Mon Power generation plants having lower-cost energy available yet not being dispatched beyond their economic minimum levels—appears to have occurred repeatedly during Winter Storm Fern. That outcome raises serious questions about PJM's advance-scheduling practice—questions only fulsome discovery can answer.

The high system energy prices during Winter Storm Fern appear to reflect PJM's heavy reliance on otherwise economically uncompetitive natural gas generation. PJM has asserted that advance scheduling was needed to give those gas-fired units the financial certainty required to procure fuel more than a day before the operating day and to avoid potential fuel procurement problems, but many of those resources already had an obligation to be available because they had

---

<sup>6</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶ 30.

cleared in the capacity market.<sup>7</sup> Put another way, many of these units were already being paid to be available and faced penalties if they were unavailable.<sup>8</sup> Absent a showing that these units would likely have failed to perform through normal market processes according to existing market rules, PJM's unprecedented gas-focused advance-scheduling actions were unnecessary and harmful. PJM also appears to have materially erred in projecting load by failing to account for school, business, and government closures during the severe winter storm.<sup>9</sup> PJM may additionally have failed to adequately reassess, reduce, or unwind its advance-scheduling decisions after those errors and other real-world impacts became evident.

PJM's actions during Winter Storm Fern had severe congestion and price effects. Mon Power's coal generation was located upstream of relevant transmission constraints, while Mon Power's load was located downstream of those constraints. PJM's apparently excessive advance scheduling and commitment of gas generation may have materially changed generation patterns and worsened congestion across those transmission constraints, depressing and driving negative the LMPs paid to Mon Power's coal-generation nodes while increasing the LMP Mon Power paid to serve load.<sup>10</sup> In this way, Mon Power's retail customers were penalized for PJM's actions purporting to promote system-wide reliability.

---

<sup>7</sup> See Transmittal Letter of PJM Interconnection, L.L.C., Docket No. ER26-527-000 (Nov. 14, 2025) ("November 14, 2025 PJM Transmittal Letter") (Exhibit No. MPC-0007) at 6, <https://www.pjm.com/pjmfiles/directory/etariff/FercDockets/9264/20251114-er26-527-000.pdf> ("[T]ogether, these procedures allow PJM to pre-schedule resources in advance of the Day-ahead Energy Market, which provide important tools for PJM dispatchers to prudently operate the grid by providing Market Sellers with ample time to procure necessary fuel in advance of the relevant Operating Day and increase the likelihood that such resources will actually be able to operate on the days they are most needed to maintain system reliability.").

<sup>8</sup> See *Hunger Aff.* (Exhibit No. MPC-0018) ¶¶ 11–14.

<sup>9</sup> See FERC *et al.*, *Winter 2026 Arctic Events: A System Performance Review*, 16 (Sept. 10, 2026), <https://www.ferc.gov/media/report-system-performance-review-winter-2026-arctic-cold-period>.

<sup>10</sup> *Id.* ¶¶ 32, 36.

PJM's response to Winter Storm Fern should not be immune from scrutiny merely because PJM invokes "reliability" to justify it. While PJM may be entitled to exercise discretion leading up to and during an emergency, that discretion must remain within the filed tariff and must be exercised in a just, reasonable, non-discriminatory manner that is consistent with cost-causation principles. The existing record provides strong reason to question whether PJM exceeded or misapplied its narrow tariff authority, discriminated against non-gas resources such as coal, and produced unjust, unreasonable, unduly discriminatory, or preferential outcomes that are inconsistent with cost-causation principles. Mon Power and PJM conferred before the filing of this Complaint but were unable to resolve the dispute. The Commission should set this Complaint for hearing so that Mon Power can obtain the needed discovery, subject to the protections of the Commission's Model Confidentiality Agreement, and PJM's actions can be evaluated.

## **II. PARTIES**

### **A. Complainant**

Mon Power is a FirstEnergy Corporation subsidiary and PJM market participant that serves retail customers in West Virginia. Mon Power serves retail customer load by purchasing power from the PJM market, and also sells power into the PJM market from its generation resources, including the Fort Martin and Harrison coal-fired plants. As such, Mon Power occupies a dual position in PJM's markets: regarding its load, Mon Power pays PJM; regarding its generating resources, Mon Power receives PJM market revenues when its units generate and sell energy into the PJM market. Under ordinary conditions, Mon Power's generation revenues help offset the costs of serving its load, and there is typically no material divergence between the LMPs at Mon Power's generators' nodes and the LMP at Mon Power's load node.

During Winter Storm Fern, that relationship broke down. Mon Power’s coal generation was located upstream of relevant transmission constraints, while Mon Power’s load was located downstream. PJM’s apparently excessive advance scheduling of gas-fired generating units may have caused or materially contributed to significant congestion, which depressed or drove negative LMPs at Mon Power’s generation nodes while increasing the LMPs Mon Power paid to serve load.<sup>11</sup> Mon Power estimates that the divergence between the LMPs paid to serve load and the LMPs received by its generation resulted in losses of approximately \$145 million, net of Financial Transmission Rights (“FTR”) revenues that partially offset congestion costs.

Absent the Commission’s intervention, those losses will be borne by Mon Power’s retail customers in West Virginia even though PJM claims to have taken its actions in the name of ensuring reliability for all of PJM.

## **B. Respondent**

PJM is a Commission-jurisdictional regional transmission organization. PJM administers the PJM Open Access Transmission Tariff, Operating Agreement, Day-Ahead Market, Real-Time Market, emergency operations, congestion management, uplift, Operating Reserve credits, and related settlement processes. PJM’s practices affecting wholesale rates, uplift charges, dispatch, market settlements, congestion, and reliability-related commitments are subject to the FPA, including FPA sections 205, 206, and 309.

---

<sup>11</sup> September 28, 2026 Affidavit of Ricardo Austria (“Austria Aff.”) (Exhibit No. MPC-0019) ¶¶ 16–20, 23–27, 30–31.

### **III. JURISDICTION AND LEGAL STANDARDS**

#### **A. FPA Section 206 Requires PJM To Comply With Its Filed Tariff**

This Complaint arises under the FPA, the Commission’s regulations, and the PJM Open Access Transmission Tariff (“PJM OATT”) and Operating Agreement (“PJM OA”) (the latter two together, the “tariff”). Under Rule 206 of the Commission’s Rules of Practice and Procedure, any person may file a complaint seeking Commission action against another person alleged to have violated a statute, rule, order, or other law administered by the Commission, or to have committed any other wrong within the Commission’s jurisdiction.<sup>12</sup>

FPA section 206(a) authorizes the Commission to determine whether “any rate, charge, classification, [] rule, regulation, practice, or contract affecting such rate, charge, or classification” is unjust, unreasonable, unduly discriminatory, or preferential.<sup>13</sup> That authority includes the power to determine whether a public utility, regional transmission organization, or other Commission-jurisdictional entity violated or misapplied its existing filed tariff, and to order appropriate relief.

To be clear, Mon Power is not alleging in this Complaint that the Commission should adopt prospective tariff reforms. Rather, Mon Power alleges that PJM violated or acted beyond the existing tariff.

---

<sup>12</sup> 18 C.F.R. § 385.206; *see also* FPA sections 206, 306, 16 U.S.C. §§ 824e, 825e.

<sup>13</sup> 16 U.S.C. § 824e(a).

**B. PJM Is Required To Operate The Day-Ahead Market To Reach the Least-Cost Solution**

The PJM tariff establishes a centralized Day-Ahead Market and resource-commitment process.<sup>14</sup> That market is designed to commit and dispatch resources economically so that customers receive the benefit of least-cost market clearing. PJM's implementing market rules confirm this requirement. For example, PJM Manual 11 explains that the Day-Ahead Market must operate to "minimize[] the total production cost (subject to certain limitations) for energy and reserves."<sup>15</sup> In other words, the Day-Ahead Market is intended to produce the least-cost solution.

The Commission has likewise recognized that a central function of the PJM markets, including the Day-Ahead Market, is to ensure just and reasonable rates by producing the least-cost solution.<sup>16</sup> That least-cost principle is directly implicated here because PJM represented to the Commission in 2025 that advance-scheduled resources would remain subject to Day-Ahead economic evaluation and would clear only if they were part of the least-cost solution.<sup>17</sup> Although PJM also represented that, to the extent needed for reliability, PJM could manually dispatch advance-scheduled units that did not clear in the market and pay them uplift, that practice (as well as the advance scheduling that precedes it) can result in higher-cost units running instead of lower-cost units and therefore must be carefully evaluated.

---

<sup>14</sup> See PJM OA Schedule 1, § 1.10, <https://www.pjm.com/pjmfiles/directory/merged-tariffs/oa.pdf>.

<sup>15</sup> PJM Manual 11: Energy & Ancillary Services Market Operations, § 2.3.1, <https://www.pjm.com/-/media/DotCom/documents/manuals/m11.ashx>.

<sup>16</sup> See, e.g., *PJM Interconnection, L.L.C.*, 180 FERC ¶ 61,089, 61,672 (2022) (rejecting PJM tariff amendment because it would not result in the "least cost dispatch solution").

<sup>17</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5 n.10.

### **C. The Tariff Grants PJM Limited Advance-Scheduling Authority**

PJM's tariff foothold for advance scheduling is Operating Agreement Schedule 1 § 1.10.1(d). That provision states that, if PJM's "forecast for the next seven days projects a likelihood of Emergency conditions," PJM "may commit, for all or part of such seven day period, to the use of generation resources with notification or start-up times greater than one day as necessary in order to alleviate or mitigate such Emergency, in accordance with the Market Sellers' offers for such units for such periods and the specifications in the PJM Manuals."<sup>18</sup> This single sentence is the only tariff provision that expressly gives PJM authority to advance schedule generation resources.

That authority is narrow. It applies only where PJM's seven-day forecast projects likely Emergency conditions; only to resources with notification or start-up times greater than one day; and only to the extent the commitment is "necessary" to alleviate or mitigate the projected Emergency. The provision does not give PJM broad, open-ended authority to schedule and to commit resources in advance without regard to necessity, non-discrimination, congestion, cost-causation, or other settlement consequences.

Nor does the provision establish a comprehensive advance-scheduling regime. It does not specify how PJM must select resources, how it must account for fuel type or location, how it must consider cheaper available resources, how it must update schedules and commitments when forecast conditions change, how advance scheduling and commitments must interact with Day-Ahead Market clearing, or how resulting uplift and congestion costs must be allocated. Nor does the tariff establish transparent criteria governing PJM's pre-Day-Ahead Market operating instructions or the circumstances under which resources scheduled in advance but not clearing the

---

<sup>18</sup> PJM OA Schedule 1 § 1.10.1(d).

Day-Ahead Market may nevertheless receive operator-initiated or out-of-market commitments. Those omissions underscore the limited nature of PJM's authority and the need to determine whether PJM's Winter Storm Fern practices stayed within the tariff's bounds.

**D. PJM Must Exercise Its Advance-Scheduling Authority Consistently With Least-Cost Market Principles**

PJM's limited advance-scheduling authority must be exercised against the backdrop of the tariff's offer-based market structure and the Day-Ahead Market's economic clearing function. As noted above, PJM confirmed this point in a November 14, 2025 filing, stating that, prior to Winter Storm Elliott, it rarely engaged in advance scheduling despite the authority to do so having been in the PJM tariff since 1996.<sup>19</sup> Indeed, PJM represented that "[p]rior to 2024, PJM rarely pre-scheduled resources before the close of the Day-ahead Energy Market and did so primarily to address projected transmission constraints."<sup>20</sup> PJM stated that its pre-Winter Storm Elliott practice was to schedule in advance the minimum resources needed to address forecasted transmission constraints, and that resources advance scheduled for that purpose were automatically included in the Day-Ahead Market.<sup>21</sup>

But following Winter Storm Elliott, PJM expanded its use of advance scheduling beyond addressing projected transmission constraints, and began pre-scheduling resources more

---

<sup>19</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5–6. PJM's advance-scheduling authority was added in the context of larger capacity-market reforms as part of Order No. 888. *Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities*, Order No. 888, FERC Stats. & Regs. ¶ 31,036 (1996), 61 Fed. Reg. 21,540 (May 10, 1996). There appears to be no discussion of advance scheduling in that docket, and Mon Power is aware of no other dockets touching on the issue until PJM's 2025 filing. This absence is consistent with PJM's statement to the Commission that the authority was seldom, if ever, used prior to Winter Storm Elliott.

<sup>20</sup> *Id.* at 5.

<sup>21</sup> *Id.* at 5 n.10.

frequently on the asserted rationale that gas-fired resources needed this scheduling and accompanying financial assurance in order to procure fuel and operate if later committed during cold weather events, hot weather events, and gas holidays (*i.e.*, occasions with “operational risk”).<sup>22</sup> As the Commission explained, “as a result of lessons learned from Winter Storm Elliott [in 2022], [PJM] now more regularly pre-schedules resources in order to ensure that gas-fired resources are able to procure gas and actually operate after being committed in the Day-ahead and Real-time Energy Markets.”<sup>23</sup> But PJM recognized that automatic inclusion of large volumes of advance-scheduled resources in the Day-Ahead Market could distort prices, stating that resources “pre-scheduled to mitigate operational risk ... are not automatically committed in the Day-ahead Energy Market” because automatic selection/commitment in that market could produce prices “not reflective of economic dispatch.”<sup>24</sup>

PJM’s November 14, 2025 filing is important because it described the advance-scheduling practice that existed before certain tariff provisions PJM was proposing became effective—***and therefore described the practice that governed during Winter Storm Fern.*** (The proposed revisions, which would not come into effect until after Winter Storm Fern, would require advance-scheduled resources to be committed and made whole using cost-based offers.) Under the then-current practice described in footnote 10 of that PJM filing, resources pre-scheduled to mitigate “operational risk” during cold weather events, hot weather events, and gas holidays were “not automatically committed in the Day-Ahead Energy Market.” Instead, PJM represented to the Commission that advance-scheduled resources remained “subject to an economic evaluation in the

---

<sup>22</sup> *Id.* at 5–7 & n.10.

<sup>23</sup> *PJM Interconnection, L.L.C.*, 194 FERC ¶ 61,027, at P 3 (2026).

<sup>24</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5 n.10.

Day-Ahead Energy Market clearing process” and would receive a Day-Ahead commitment only if they were part of the “least cost solution” for clearing the Day-Ahead Market,<sup>25</sup> although units that did not clear could still be ordered to run and receive uplift payments.<sup>26</sup>

**E. PJM Is Required To Follow Practices That Are Non-Discriminatory And Consistent With Cost-Causation Principles**

PJM’s tariff requires PJM to administer emergency practices on a non-discriminatory basis. PJM OATT Attachment K-Appendix § 1.7.11 provides that PJM’s standards, policies, and procedures for declaring, managing, alleviating, or ending an Emergency “shall apply to all Members on a non-discriminatory basis.”<sup>27</sup> Similarly, PJM OA Schedule 1 § 1.7.11 contains parallel requirements. The FPA also requires jurisdictional rates and practices affecting rates to be just and reasonable and not unduly discriminatory or preferential.<sup>28</sup> Those requirements include the Commission’s cost-causation principles, which require costs to be allocated in a manner roughly commensurate with benefits received or burdens imposed.<sup>29</sup>

PJM’s reliability-related uplift framework reflects the same principles. PJM OATT Attachment K-Appendix § 3.2.3(b)(i)(B) provides that, where PJM determines during reliability analysis for an Operating Day that a resource was committed to maintain system reliability, the associated balancing Operating Reserve credits, identified as “RA Credits for Reliability,” are allocated according to each participant’s ratio share of real-time load (and to any transactions selling to customers outside PJM). That rule recognizes that reliability commitments are system

---

<sup>25</sup> *Id.*

<sup>26</sup> *Id.* at 7.

<sup>27</sup> PJM OATT, Attachment K-Appendix § 1.7.11, <https://www.pjm.com/pjmfiles/directory/merged-tariffs/oatt.pdf>.

<sup>28</sup> FPA section 206, 16 U.S.C. § 824e.

<sup>29</sup> *See, e.g., City of Lincoln v. FERC*, 89 F.4th 926, 930 (D.C. Cir. 2024).

or regional actions whose costs should be allocated broadly and consistently with cost causation, rather than arbitrarily imposed on a subset of market participants.

Those principles are directly implicated here. PJM treated advance-scheduled gas resources as reliability resources that would either clear in the Day-Ahead Market or be entitled to uplift or make-whole protection, but the congestion and LMP-separation harm that appears to have been caused by PJM's advance scheduling fell on Mon Power's West Virginia customers. That treatment appears inconsistent with the tariff's non-discrimination requirements and the FPA's cost-causation principles.

#### **F. PJM Is Required To Exercise Good Utility Practice**

PJM's emergency actions must also be consistent with Good Utility Practice.<sup>30</sup> That requirement independently constrains how PJM may exercise operational discretion during emergency conditions.

Good Utility Practice is defined in OA section 1 to include practices, methods, and acts that, in the exercise of reasonable judgment in light of facts known at the time, could have been expected to accomplish the desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition.<sup>31</sup> Thus, even where PJM acts to preserve reliability, it must exercise reasonable judgment based on known facts and at reasonable cost.

---

<sup>30</sup> PJM OA Schedule 1 § 1.7.11 and PJM OATT Attachment K-Appendix § 1.7.11 provide that, even when PJM declares or manages an Emergency, “[t]he standards, policies and procedures of the Office of the Interconnection for declaring the existence of an Emergency, [] and for managing, alleviating or ending an Emergency, shall apply to all Members on a non-discriminatory basis,” and that “[a]ctions by the Office of the Interconnection and the Market Participants shall be carried out in accordance with this Agreement, the NERC Operating Policies, Applicable Regional Entity reliability principles and standards, *Good Utility Practice, and the PJM Manuals*” (emphasis added).

<sup>31</sup> PJM OA § 1.

Good Utility Practice also incorporates cost-causation principles. Specifically, because Good Utility Practice requires accepted industry practices and reasonable cost, it must be read consistently with the FPA’s cost-causation principles, which require that “all approved rates reflect to some degree the costs actually caused by the customer who must pay them.”<sup>32</sup> The Commission and federal courts therefore “scrutinize a utility’s rates to ensure a match between cost-causation and cost-responsibility.”<sup>33</sup> A practice is unjust and unreasonable and violates cost-causation principles where there is “a sizable gap between the benefits accrued by each LSE [Load-Serving Entity] and the allocated cost.”<sup>34</sup>

Those principles apply here because PJM’s Winter Storm Fern actions appear to have imposed extraordinary costs on Mon Power and its customers. For example, if PJM engaged in excessive advance scheduling based on an overstated forecast, failed to adequately reassess, reduce, or unwind those advance schedules and commitments as actual conditions changed, displaced lower-cost available resources, worsened congestion, and then left the burden of the resulting LMP-separation harm on Mon Power and its West Virginia customers, then PJM did not exercise Good Utility Practice.

**G. Opening A Commission Proceeding Is Necessary For Mon Power To Access Confidential Information Held By PJM**

In PJM, certain data, including generators’ Day-ahead offers, whether an offer cleared in the Day-ahead market, and whether PJM instructed a unit to run even though it did not clear in the Day-ahead market, are designated confidential and not disclosed to other PJM members or to the

---

<sup>32</sup> *Black Oak Energy, LLC v. FERC*, 725 F.3d 230, 237 (D.C. Cir. 2013) (citation omitted).

<sup>33</sup> *Id.*

<sup>34</sup> *Verso Corp. v. FERC*, 898 F.3d 1, 8 (D.C. Cir. 2018).

public in the ordinary course.<sup>35</sup> But the PJM OA does permit PJM to disclose otherwise restricted confidential information when PJM “is required by applicable law, order, or in the course of administrative or judicial proceedings, to disclose to third parties, information that is otherwise required to be maintained in confidence pursuant to this Agreement.”<sup>36</sup>

Accordingly, a complaint is the necessary vehicle for Mon Power to commence an administrative proceeding that will require PJM, still under protection of the Commission’s Confidentiality Agreement, to disclose confidential information that is needed to evaluate Mon Power’s claims.<sup>37</sup> Because, as demonstrated in the remainder of this Complaint, the existing record raises serious questions whether PJM violated or exceeded its tariff, the Commission should set this Complaint for hearing and settlement procedures and require PJM to produce documents and data necessary to evaluate PJM’s Winter Storm Fern advance-scheduling and commitment

---

<sup>35</sup> See PJM OA § 18.17.1(a)-(b); *see also, e.g.*, § 18.17.1(e)(iv) (Operator-initiated Commitments posted only by “size of the commitment in megawatts . . . , Zone . . . , commitment reason, and commitment start time”); *id.* § 1 (defining “Operator-initiated Commitment” as “a commitment after the Day-ahead Energy Market and Day-ahead Scheduling Reserves Market, whether manual or automated, for a reason other than minimizing the total production costs of serving load”); PJM Manual 33: Administrative Services for the PJM Interconnection Operating Agreement § 6.1 (rev. 21, Apr. 22, 2026) (PJM “will only post aggregated market data,” reflecting “[m]ore than three (3) market participants’ data” over “a geographic area no smaller than a PJM transmission zone,” and may release uplift information only for “an area no smaller than a transmission zone, and a time period no shorter than a single operating day”), <https://www.pjm.com/-/media/DotCom/documents/manuals/m33.ashx>.

<sup>36</sup> PJM OA § 18.17.2(a).

<sup>37</sup> PJM OA § 18.17.3(b) (in Commission proceedings, “requests for production of information under Subpart D of the FERC’s Rules of Practice and Procedure” are governed by “the procedures in section 18.17.2”); 18 C.F.R. § 385.401(a) (Subpart D “applies to discovery in proceedings set for hearing under subpart E of this part, and to such other proceedings as the Commission may order”); 18 C.F.R. § 385.410(c)(6) (presiding officer may “[p]rovide a means by which confidential matters may be made available to participants so as to prevent public disclosure”); PJM OA § 18.17.2(a) (PJM must notify affected Members and “cooperate with the affected Members to obtain proprietary or confidential treatment of such information”); Proposed Protective Order (Exhibit No. MPC-0021).

decisions, Day-Ahead clearing, unit offers, uplift, congestion, LMP separation, and settlement consequences.

#### **H. The Commission's Remedial Authority**

If the Commission finds that PJM violated or misapplied the filed tariff, exceeded its tariff authority, or administered tariff-governed practices in an unjust, unreasonable, unduly discriminatory, preferential, or non-cost-causative manner, the Commission may order retrospective relief to correct the resulting settlement consequences. FPA section 309 gives the Commission authority to perform acts and issue orders necessary or appropriate to carry out the FPA.<sup>38</sup> In a section 206 proceeding, that authority includes refunds, resettlement, reallocation, or other remedial relief where necessary to enforce the filed tariff and correct the settlement consequences of tariff violations.<sup>39</sup>

### **IV. FACTUAL BACKGROUND**

#### **A. Winter Storm Fern And PJM's Forecasting Error**

Winter Storm Fern and its aftermath occurred in late January through early February 2026. From January 16 to 21, PJM's footprint suffered consistently freezing temperatures,<sup>40</sup> as an elongated polar vortex extended across much of the United States.<sup>41</sup> By January 20, forecasters

---

<sup>38</sup> 16 U.S.C. § 825h.

<sup>39</sup> See *Verso Corp.*, 898 F.3d at 10.

<sup>40</sup> Jason McGovern, *PJM Reviews January Cold Weather Operations*, PJM INSIDE LINES (Feb. 6, 2026), <https://insidelines.pjm.com/pjm-reviews-january-cold-weather-operations/>; PJM Interconnection, L.L.C., *January Cold Weather Operations* (Feb. 5, 2026) ("PJM Cold Weather Operations") (Exhibit No. MPC-0010), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/oc/2026/20260205/20260205-item-03---cold-weather-update.pdf>.

<sup>41</sup> Seth Borenstein, *Meteorologists Blame a Stretched Polar Vortex, Moisture, Lack of Sea Ice for Dangerous Winter Blast*, AP NEWS (Jan. 21, 2026), <https://apnews.com/article/winter-storm-polar-vortex-snow-ice-freezing-06beb5eef46fba3fc81ac3213e5568e0>.

predicted that rain patterns “streaming eastward across the southern U.S.” would “clash[.]” with an “extremely cold arctic air mass,” giving rise to a severe winter storm.<sup>42</sup>

PJM forecasted historic load and issued emergency and maximum emergency orders.<sup>43</sup> By January 22, PJM publicly warned that peak demand could exceed 130,000 MW for seven consecutive days—a winter streak it had never experienced—and that the system could set a new all-time winter peak on January 27.<sup>44</sup> Meanwhile, also on January 22, the National Weather Service’s Weather Prediction Center was stressing the “uncertainty” of forecasting the coming winter storm: “Confidence is high in a significant and impactful winter storm, but uncertainty remains in the exact storm track, timing, and placement of the heaviest snow and ice .... Even small shifts could lead to large changes in local impacts. Preparations should be completed as soon as possible, and forecasts closely monitored for updates.”<sup>45</sup>

As the storm arrived, PJM reiterated its projection that load across its 13-state footprint would top 130,000 MW for seven straight days for the first time ever, forecasted a possible all-time winter peak, and activated pre-emergency measures directing certain utilities (but not Mon Power) to curtail usage to preserve supplies.<sup>46</sup> PJM also issued precautionary cold-weather alerts,

---

<sup>42</sup> Jeff Martin & Haya Panjwani, *Forecasters Warn of a ‘Potentially Catastrophic’ Storm from Texas to the Carolinas*, AP NEWS (Jan. 20, 2026), <https://apnews.com/article/winter-weather-snow-ice-weekend-storm-ba67d30f05cbe14e9568907f09d2f13f>.

<sup>43</sup> See PJM Cold Weather Operations (Exhibit No. MPC-0010).

<sup>44</sup> Paul Ciampoli, *PJM, MISO, ERCOT, NYISO and SPP Detail Plans to Respond to Winter Storm Fern*, AM. PUB. POWER ASS’N (Jan. 23, 2026) (“APPA Report”) (Exhibit No. MPC-0015), <https://www.publicpower.org/periodical/article/pjm-miso-ercot-nyiso-and-spp-detail-plans-respond-winter-storm-fern>.

<sup>45</sup> Joe Edwards, *Winter Storm Watch: Live Tracker as Extreme Cold to Strike US*, NEWSWEEK (Jan. 22, 2026, 12:00 PM EST), <https://www.newsweek.com/winter-storm-watch-live-january-2026-11400509>.

<sup>46</sup> APPA Report (Exhibit No. MPC-0015).

declared Conservative Operations for January 24 through February 1, and on January 21 recalled generator maintenance outages to maximize the generation available to meet demand.<sup>47</sup>

Additionally, on January 24, PJM sought an order from the U.S. Department of Energy (“DOE”) pursuant to FPA section 202(c) allowing certain units to exceed their otherwise-applicable environmental limits.<sup>48</sup> The DOE granted that request the following day, exercising its authority “to authorize the operation of” selected resources in emergency circumstances.<sup>49</sup> The DOE’s order “direct[ed]” PJM to “order the[] operation” of those units “in the event that PJM determines” that their generation is “necessary to meet the electricity demand that PJM anticipates.”<sup>50</sup> The order did not compel any particular units to run—it merely facilitated the operation of select units in excess of environmental requirements should the need arise.

PJM also used emergency procedures to advance schedule gas generators before, and in some cases commit them outside, ordinary Day-Ahead and Real-Time market operations. PJM has not disclosed the full details of those advance-scheduling and related commitment decisions, including which units were selected, where they were located, why they were selected, what they offered, whether they cleared, and what uplift or make-whole payments they received. Mon Power intends to obtain that information in discovery in the instant proceeding.

---

<sup>47</sup> *Public Power Utilities Work to Restore Power in Wake of Winter Storm Fern*, AM. PUB. POWER ASS’N (Jan. 25, 2026), <https://www.publicpower.org/periodical/article/public-power-utilities-work-restore-power-wake-winter-storm-fern>; PJM Cold Weather Operations at 14, 20–21.

<sup>48</sup> PJM January 24, 2026 FPA section 202(c) Application (Exhibit No. MPC-0008), <https://www.energy.gov/documents/pjm-202c-application-2026-01-24>.

<sup>49</sup> U.S. Dept. of Energy, Order No. 202-26-2 at 4 (Jan. 25, 2026), <https://www.energy.gov/documents/order-no-202-26-2-pjm>.

<sup>50</sup> *Id.* at 3.

During PJM’s “commitment period” from January 22 to January 23, natural-gas prices “soar[ed],” from a weekly increase of 63% on January 22<sup>51</sup> to a record 70% by January 23.<sup>52</sup> Tight and inflexible natural gas scheduling drove spot gas prices to historic levels across the eastern United States as the storm progressed, with many hubs trading well above \$100 per MMBtu—on the order of 30 to 90 times the prior year’s average price.<sup>53</sup> While “natural gas prices increased 7- to 13-fold across regions,” these effects were felt with particular severity within PJM, where natural gas prices “r[ose] above \$87/MMBtu in PJM at the peak.”<sup>54</sup> Nevertheless, PJM heavily leaned on these costly resources during the storm: gas generation “was the No. 1 electricity source” in PJM between January 23 and January 31.<sup>55</sup> Wholesale power prices also spiked. In at

---

<sup>51</sup> Ryan Dezember & Jennifer Hiller, *Natural-Gas Prices Soar as U.S. Braces for Arctic Blast*, WALL ST. J. (Jan. 22, 2026) (Exhibit No. MPC-0014), <https://www.wsj.com/us-news/natural-gas-prices-arctic-blast-6542d0a8?mod=Searchresults&pos=8&page=1>.

<sup>52</sup> Ryan Dezember, *Natural Gas Prices Rose a Record 70% This Week*, WALL ST. J. (Jan. 23, 2026), <https://www.wsj.com/livecoverage/stock-market-today-dow-sp-500-nasdaq-01-23-2026/card/natural-gas-prices-rose-a-record-70-this-week-7XKvIOldyB8haLbDcrZB?mod=Searchresults&pos=13&page=1>.

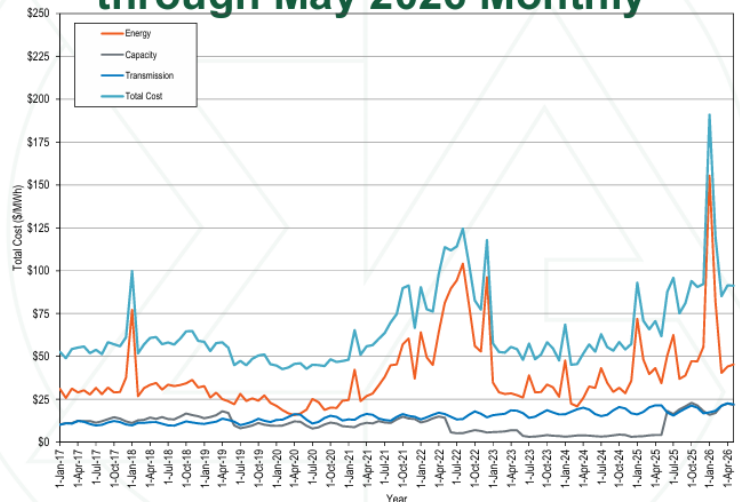
<sup>53</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 38; Rachel Levine & Michael Goggin, *Winter Storm Fern’s Impact on the Price of Power, and What to Do About It*, NISKANEN CTR. (Mar. 17, 2026), <https://www.niskanencenter.org/winter-storm-ferns-impact-on-the-price-of-power-and-what-to-do-about-it/>.

<sup>54</sup> ENERGY VENTURES ANALYSIS, *Operation of the U.S. Power Grid During Winter Storm Fern* (Feb. 2, 2026), [https://americaspower.org/wp-content/uploads/2026/02/2026\\_02\\_24-2026-Winter-Storm-Fern-Report-Full-Report-v2.pdf](https://americaspower.org/wp-content/uploads/2026/02/2026_02_24-2026-Winter-Storm-Fern-Report-Full-Report-v2.pdf).

<sup>55</sup> Sonal C. Patel, *Five Winters After Uri: Why Winter Readiness Must Go Beyond Weatherization*, Power (June 8, 2026), <https://www.powermag.com/five-winters-after-uri-why-winter-readiness-must-go-beyond-weatherization/>.

least one PJM zone, real-time prices topped \$1,800/MWh, and PJM’s Day-Ahead Market surged to prices far above its Real-Time Market.<sup>56</sup> These results were without recent parallel:<sup>57</sup>

### Total Cost of Wholesale Power – January 2017 through May 2026 Monthly



©2026

www.monitoringanalytics.com

27

Monitoring Analytics

It appears that PJM implemented a massive gas-focused advance-scheduling strategy during Winter Storm Fern. Public materials indicate that PJM advance scheduled a substantial portion of its natural gas generation capacity (total gas generation capacity was 88,888 MW as of

<sup>56</sup> Tim McLaughlin & Arathy Somasekhar, *Power Plant Outages Surge in Eastern US Amid Restricted Gas Supplies and Frigid Weather*, REUTERS (Jan. 26, 2026) (Exhibit No. MPC-0016), <https://www.reuters.com/business/energy/power-prices-surge-winter-storm-spikes-demand-us-data-center-alley-2026-01-25/>; *Winter Storm Fern Highlights the Need for More Resilient Transmission*, RMI (Feb. 3, 2026), <https://rmi.org/winter-storm-fern-highlights-the-need-for-more-resilient-transmission/>; Monitoring Analytics, LLC, *Winter Storm Fern* (Apr. 8, 2026) (“IMM Winter Storm Fern”) (Exhibit No. MPC-0005), [https://www.monitoringanalytics.com/reports/presentations/2026/IMM\\_MIC\\_Winter\\_Storm\\_Fer\\_n\\_20260408.pdf](https://www.monitoringanalytics.com/reports/presentations/2026/IMM_MIC_Winter_Storm_Fer_n_20260408.pdf).

<sup>57</sup> Monitoring Analytics, LLC, *Market Monitor Report* (June 24, 2026) (Exhibit No. MPC-0006), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mc/2026/20260624/20260624-item-07---market-monitoring-report---presentation.pdf>.

December 31, 2025<sup>58</sup>)—indeed, 99% of uplift payments were made to gas generators<sup>59</sup>—during Winter Storm Fern, advance scheduling more than 50,000 MW daily from January 26 through January 31, and over 45,000 MW on February 1.<sup>60</sup> Discovery is needed to determine how PJM selected those resources, where they were located, whether they cleared in the Day-Ahead Market, whether they received operator-initiated or out-of-market commitments, and whether PJM adequately considered localized reliability needs and localized congestion effects.

Importantly, the gas fuel-cost spikes that affected gas-fired generation did not similarly affect coal generation within PJM. “Coal fuel costs remained largely stable throughout the storm,” which should have functioned “as a de facto price hedge.”<sup>61</sup> But PJM’s large advance scheduling and commitment of gas generation prevented customers from fully capturing those benefits.

Ultimately, the record load forecast that drove PJM’s advance-scheduling strategy did not materialize. PJM’s forecast materially overstated actual load. PJM’s instantaneous load peaked at approximately 140 GW on January 29—not the historic 147 GW PJM had forecasted—and remained significantly below PJM’s forecast between January 26 and January 30.<sup>62</sup>

---

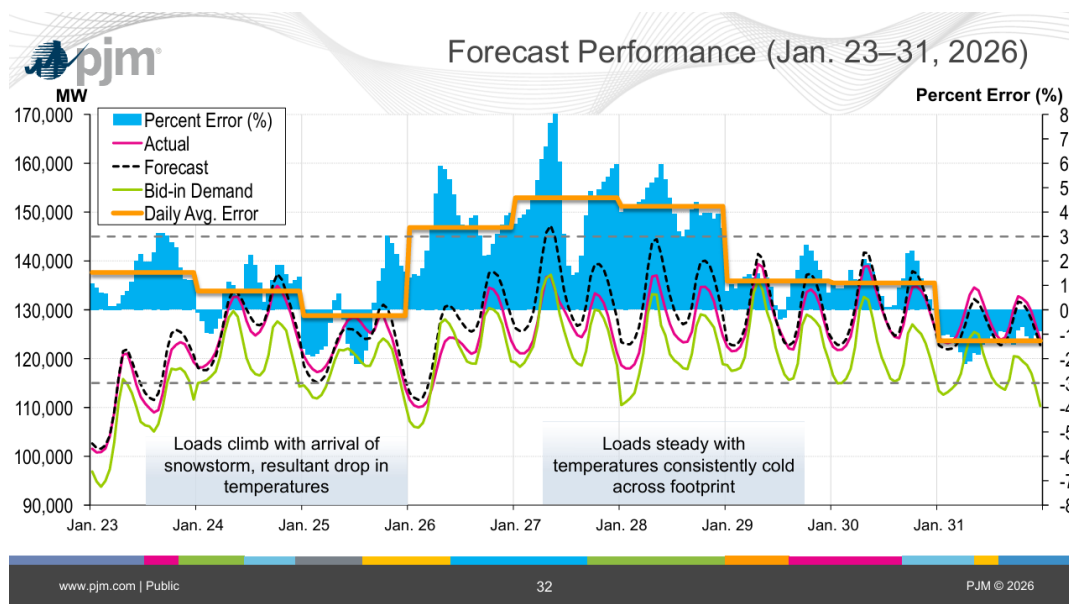
<sup>58</sup> Monitoring Analytics, LLC, 2025 State of the Market Report, Section 5, Table 5-3, [https://www.monitoringanalytics.com/reports/PJM\\_State\\_of\\_the\\_Market/2025/2025-som-pjm-sec5.pdf](https://www.monitoringanalytics.com/reports/PJM_State_of_the_Market/2025/2025-som-pjm-sec5.pdf).

<sup>59</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 77.

<sup>60</sup> *Id.* at 22 (“Advanced commitment to gas only resources”); *id.* at 27 (gas generation advance-commitment chart for Jan. 24 through Feb. 1).

<sup>61</sup> ENERGY VENTURES ANALYSIS, *supra* note 54.

<sup>62</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 32.



PJM later acknowledged that its forecast had failed to adequately account for “closure effects,” including school, business, and government closures that reduced demand during the storm.<sup>63</sup> In its post-event review, PJM offered little justification for not anticipating widespread closures in the midst of a severe winter storm. It simply stated that actual “[c]losure information is not readily available by 1 p.m.,” its “[d]eadline for publishing day ahead load forecast,” and asserted that “[i]ncreasing remote work has made closures more common.”<sup>64</sup> PJM acknowledged a potential methodological flaw in its forecasting approach, stating that, “[w]hile PJM has a better understanding of temperature impact on load forecast error, *we are working to better understand closure effects and exploring opportunities to better account for them in forecasts.*”<sup>65</sup>

<sup>63</sup> *Id.* at 17 (“Load forecast accuracy impacted by actual temperature warmer than forecasted and extended school/government closings.”); *id.* at 37.

<sup>64</sup> *Id.* at 37.

<sup>65</sup> *Id.* (emphasis added).

PJM’s load forecast error appears to have impacted its advance-scheduling and subsequent decisions leading up to real-time dispatch. PJM made operational decisions, including implementing large advance scheduling of gas resources, based on projected system conditions that were materially overstated due, at least in part, to forecasting assumptions PJM later acknowledged were flawed. The consequences of these decisions were significant for consumers: “[d]ay-ahead power prices at the PJM Hub reached approximately \$850/MWh on January 27, a new all-time high.”<sup>66</sup> Additionally, as explained in further detail *infra*, PJM’s decisions appear to have led to LMP separation between Mon Power’s generation and its load that harmed Mon Power’s West Virginia retail customers by approximately \$145 million.<sup>67</sup>

Further, as actual conditions unfolded, PJM appears not to have adequately reassessed, reduced, or unwound its advance commitments in response to the forecast miss. Indeed, after a major forecasting miss on January 26, PJM’s forecasting error was even higher on January 27 and January 28, as shown in the graphic above. To the extent PJM made adjustments during the event, generating unit-specific discovery is needed to determine when those adjustments were made, their scope, and whether they were sufficient in light of updated load, congestion, uplift, and market information.

**B. Winter Storm Fern Was Not The First Storm Of Its Kind That PJM Had Faced In Recent Years**

Winter Storm Fern was not the first recent winter event PJM had confronted. It followed a pattern similar to a series of recent cold weather events—including Winter Storm Elliott, Winter Storm Gerri, and the January 2025 polar vortex.<sup>68</sup>

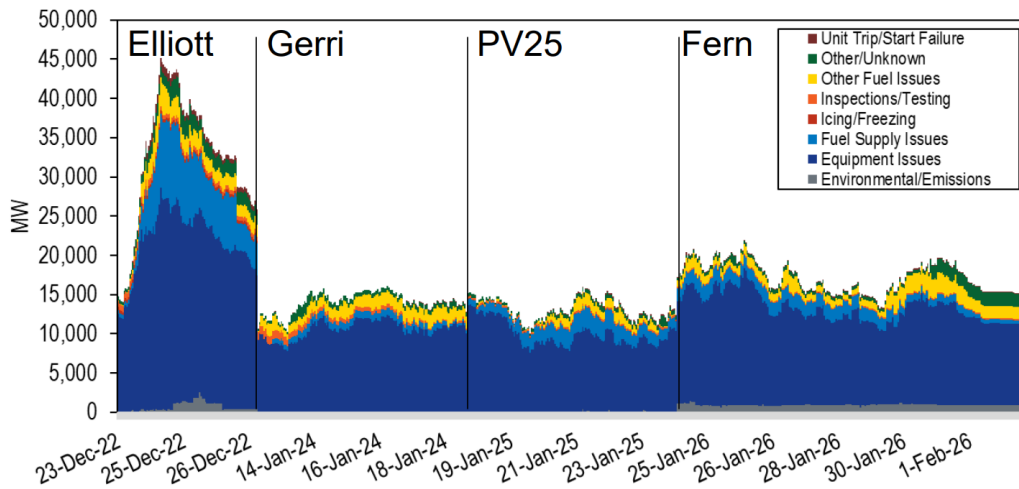
---

<sup>66</sup> ENERGY VENTURES ANALYSIS, *supra* note 54.

<sup>67</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶ 29.

<sup>68</sup> IMM Winter Storm Fern (Exhibit No. MPC-0005) at 34.

## Winter Storms Outages



©2026

www.monitoringanalytics.com

34

Monitoring Analytics

Those events had alerted PJM to cold weather risks, natural gas procurement issues, generator outage risk, and the danger of overestimating operational risk. Winter Storm Elliott, in December 2022, “had the largest footprint of any [event] examined in a joint FERC-NERC-Regional Entity inquiry” and had particularly severe effects within PJM.<sup>69</sup> Freezing rain and extreme cold led to widespread outages and imposed unique challenges on gas generation, which struggled to obtain fuel as pipelines and production facilities shuttered.<sup>70</sup> “[W]ithin PJM, outages caused by Fuel Issues grew eight-fold between 6:00 a.m. and noon on December 23—and fifteen-fold between 6:00 a.m. and 6:00 p.m.”<sup>71</sup> Across the broad area affected by the storm, these fuel-

<sup>69</sup> FERC, NERC & Reg'l Entity Staff, *Inquiry into Bulk-Power System Operations During December 2022 Winter Storm Elliott* 22 (2023) (Exhibit No. MPC-0013), [https://www.ferc.gov/sites/default/files/2024-02/24\\_Winter-Storm\\_Elliott\\_0207\\_UPDATE.pdf](https://www.ferc.gov/sites/default/files/2024-02/24_Winter-Storm_Elliott_0207_UPDATE.pdf).

<sup>70</sup> *Id.* at 5, 52, 84.

<sup>71</sup> *Id.* at 48.

related challenges were “most acutely seen in PJM,”<sup>72</sup> and contributed to price surges of up to \$1,000+/MWh.<sup>73</sup>

Winter Storm Gerri struck about one year later, in January 2024.<sup>74</sup> It too caused significant outages within PJM, albeit not as severe as those caused by Winter Storm Elliott.<sup>75</sup> PJM had braced for a crisis, but the actual storm came in short of PJM’s forecast.<sup>76</sup> There, PJM also used advance scheduling and commitments and incurred substantial uplift expense of more than \$45 million.<sup>77</sup> That experience put PJM on notice that advance scheduling and commitments can create significant uplift and market consequences when system conditions unfold differently than forecasted.

PJM’s independent market monitor (the “IMM”) had sounded the alarm long before Winter Storm Fern hit. The IMM warned after the January 2025 polar vortex that significant changes were necessary to avoid overestimating risk and over-procuring in the future.<sup>78</sup> It does not appear

---

<sup>72</sup> *Id.* at 49.

<sup>73</sup> KilowattLogic Rsch. Team, *Inside PJM’s Winter Storm Playbook: How the Grid Operator’s Response Evolved from Elliott to Fern*, KilowattLogic (Feb. 24, 2026), <https://kilowattlogic.com/news/pjm-winter-storm-playbook-elliott-to-fern>.

<sup>74</sup> See David Souder & Brian Chmielewski, PJM Interconnection, *Winter Storm Gerri Review* (Jan. 24, 2024) (Exhibit No. MPC-0001), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mrc/2024/20240124/20240124-item-02---winter-storm-gerri-review---presentation.pdf>.

<sup>75</sup> *Id.* at 8.

<sup>76</sup> See *id.*

<sup>77</sup> *PJM Review: System Performed Well During Winter Storm Gerri*, PJM Inside Lines (Jan. 25, 2024), <https://insidelines.pjm.com/pjm-review-system-performed-well-during-winter-storm-gerri/>.

<sup>78</sup> Monitoring Analytics, LLC, *2025 Polar Vortex* 36 (Apr. 9, 2025) (Exhibit No. MPC-0002), [https://www.monitoringanalytics.com/reports/Presentations/2025/IMM\\_RCSTF\\_2025\\_Polar\\_Vortex\\_20250409.pdf](https://www.monitoringanalytics.com/reports/Presentations/2025/IMM_RCSTF_2025_Polar_Vortex_20250409.pdf) (“[S]ignificant changes” are “necessary to avoid overestimating risk now which will result in overprocurement in the future.”).

that PJM resolved the IMM's concerns before Winter Storm Fern, because the IMM later concluded that those concerns applied with equal force to Winter Storm Fern.<sup>79</sup>

PJM thus entered Winter Storm Fern with notice of problems that appear to have occurred again during Winter Storm Fern: an emergency response based on overstated risk, excessive advance scheduling, excessive operator-initiated and out-of-market commitments, and resulting uplift and market distortions.

### **C. PJM's Post-Elliott Advance-Scheduling Regime**

Winter Storm Elliott showed that there could be a mismatch between PJM's electric market timelines and natural gas procurement timelines.<sup>80</sup> Gas-fired generators often need to commit to fuel purchases before ordinary Day-Ahead and Real-Time market processes determine whether the units will run. Although such generators usually have capacity obligations requiring them to be available to operate, they did not always comply with those obligations during Winter Storm Elliott. Thus, during Winter Storm Elliott, PJM experienced unique levels of fuel shortages, with one-third of PJM's generating units failing to start because of fuel limitations.<sup>81</sup> In response, PJM expanded its use of advance scheduling, or "pre-scheduling," of gas-fired resources to address operational risk concerns before ordinary Day-Ahead and Real-Time Market processes determined whether those resources should run.<sup>82</sup>

---

<sup>79</sup> IMM Winter Storm Fern (Exhibit No. MPC-0005) at 15 ("The IMM findings [from the 2025 Polar Vortex] apply to the actions taken by PJM during Winter Storm Fern.").

<sup>80</sup> See FERC, NERC & Reg'l Entity Staff, *Inquiry into Bulk-Power System Operations During December 2022 Winter Storm Elliott* (2023) (Exhibit No. MPC-0013) at 21–22, [https://www.ferc.gov/sites/default/files/2024-02/24\\_Winter-Storm\\_Elliott\\_0207\\_UPDATE.pdf](https://www.ferc.gov/sites/default/files/2024-02/24_Winter-Storm_Elliott_0207_UPDATE.pdf).

<sup>81</sup> *Id.* at 50.

<sup>82</sup> Phil D'Antonio, PJM Interconnection, L.L.C., Conforming M-11 Updates: Advance Scheduled Resources, Phase 1 (Apr. 8, 2026) (Exhibit No. MPC-0012) at 3, <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2026/20260408/20260408-item-04-2--->

PJM’s rationale was that gas units needed financial certainty to procure fuel in advance of market clearing. But that operational concern does not give PJM unlimited authority to reshape market outcomes or to discriminate among different types of generating resources. As discussed above, PJM’s filed tariff contains only narrow authority for certain emergency advance-scheduling practices. It does not establish a comprehensive advance-scheduling regime governing resource selection, fuel-type preferences, geographic effects, forecast updates, uplift eligibility, make-whole treatment, Day-Ahead Market clearing, congestion consequences, or settlement allocation.

PJM’s own tariff revision efforts confirm this gap: on November 14, 2025, PJM submitted a filing describing proposed tariff changes addressing resources scheduled in advance of the Day-Ahead Market that would require them to make cost-based offers in that market. In that filing, PJM explained that its current practice—applicable before the proposed amendment, and thus applicable during Winter Storm Fern—had increased pre-scheduling of gas-fired resources in appropriate circumstances after Winter Storm Elliott so those resources could procure fuel and be available if committed; but PJM simultaneously acknowledged that there was an absence of rules “designed specifically to address Advanced Scheduled Resources.”<sup>83</sup>

PJM’s advance-scheduling regime operates as a black box to market participants. Market participants, other than those scheduled in advance, are not made aware of who is being selected and why. They are not told how many MW PJM is scheduling or committing in advance, where those resources are located, or how long those commitments will last. Even after the fact, PJM does not disclose the unit-level location, offer, commitment, uplift, and congestion information needed to assess its decisions. The IMM raised concerns about “the lack of transparency

---

resource-scheduling-prior-to-the-day-ahead-energy-market---phase-1---manual-11-revisions---presentation.pdf.

<sup>83</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 8.

regarding”<sup>84</sup> this process, which it said PJM is still “working on defining, improving and documenting.”<sup>85</sup> Thus, generators like Fort Martin and Harrison are forced to offer in blind, without knowing the forces PJM has set in motion.<sup>86</sup>

PJM belatedly released limited data concerning advance scheduling during Winter Storm Fern, but the data merely shows the *total* MW advance scheduled by PJM, not important information like where those MW were located, why they were selected, what “necessity” they were allegedly being scheduled in advance to address, and what they were paid.<sup>87</sup> Ultimately, all market participants know is that uplift during Winter Storm Fern was over \$600 million and went almost entirely—approximately 99%—to gas generators.

#### **D. PJM Sought Prospective Tariff Changes Only After It Had Already Expanded Advance Scheduling**

The emergency advance-scheduling language PJM invoked during Winter Storm Fern has long existed in the PJM tariff. The core language appeared in PJM’s original 1996 filing, in then-PJM OATT Attachment K § 1.6, and has existed in substantially similar form for nearly three decades. PJM later told FERC that, before 2024, it “rarely pre-scheduled resources” before the Day-Ahead Market and did so primarily to address projected transmission constraints.<sup>88</sup> PJM’s

---

<sup>84</sup> Monitoring Analytics, LLC, Resource Scheduling Prior to the DAM Problem Statement (July 9, 2025) (Exhibit No. MPC-0003), [https://www.monitoringanalytics.com/reports/presentations/2025/IMM\\_Resource\\_Scheduling\\_prior\\_to\\_the\\_DAM\\_Problem\\_Statement\\_Clean\\_20250709.pdf](https://www.monitoringanalytics.com/reports/presentations/2025/IMM_Resource_Scheduling_prior_to_the_DAM_Problem_Statement_Clean_20250709.pdf); *see also* Monitoring Analytics, LLC, Issue Charge: Resource Scheduling Prior to the Day Ahead Energy Market (2025), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2025/20251009/20251009-item-05-2---resource-scheduling-prior-to-the-day-ahead-energy-market---revised-issue-charge---clean.pdf>.

<sup>85</sup> IMM Winter Storm Fern (Exhibit No. MPC-0005) at 19.

<sup>86</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 17–20.

<sup>87</sup> *See* Austria Aff. (Exhibit No. MPC-0019) ¶¶ 28–29.

<sup>88</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5.

post-Elliott use of that legacy emergency language to support a broader gas/fuel-assurance advance-scheduling regime (so gas-fired resources could procure fuel in advance of the relevant Operating Day to address purported operational concerns)<sup>89</sup> therefore marked a material change in practice.

Mon Power does not contend that PJM lacked *any* authority to schedule resources before the Day-Ahead Market. But PJM’s own account shows that, after Winter Storm Elliott, it expanded a historically-limited practice into a broad fuel-assurance regime with significant consequences for commitment certainty, Day-Ahead and Real-Time market treatment, uplift/make-whole protection, and cost allocation. PJM did not implement this expanded post-Elliott fuel assurance regime through a clearly-filed tariff rule or provision before Winter Storm Fern. Rather, the practice appears to have developed incrementally, with PJM disclosing only aspects of this substantial operational change in event-specific stakeholder materials, and then acknowledging in its November 2025 filing that the practice had changed after Winter Storm Elliott.<sup>90</sup> That incremental disclosure is no substitute for filed rules governing a significant practice affecting all aspects of the PJM market, including Day-Ahead Market clearing, uplift, congestion, and settlements.

PJM and the IMM recognized in 2025 that PJM’s expanded advance-scheduling practice required further rule development. The “Resource Scheduling Prior to the Day Ahead Energy Market” issue charge sought updates to governing documents regarding offer capping, advance-scheduling practices, market power mitigation, commitment instructions, PJM’s commitment

---

<sup>89</sup> *Id.* at 5–7.

<sup>90</sup> For example, only in a footnote in a letter seeking delegated authority approval did PJM acknowledge that it had expanded its pre-scheduling practice into a system with the scope and ability to cause hundreds of millions of dollars to change hands during Winter Storm Fern. *See* November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5 n.10.

inputs and models, transparency, uplift calculation and allocation for multi-day commitments, and the Day-Ahead Market treatment of resources scheduled before the Day-Ahead Market.<sup>91</sup> PJM's May 2025 stakeholder materials likewise acknowledged that "there are currently no rules that specifically address make whole credits for units pre-scheduled in advance of the Day-Ahead Market."<sup>92</sup>

These materials show that, before Winter Storm Fern, PJM had expanded advance scheduling into a more significant market practice while still pursuing prospective stakeholder and tariff changes to address unresolved issues concerning market power mitigation, commitment timing, Day-Ahead Market treatment, uplift, make-whole credits, transparency, and allocation. All of these issues were directly implicated by PJM's Winter Storm Fern commitments and their effects on clearing, dispatch, congestion, LMPs, uplift, and settlements.

These materials also show that PJM was developing and administering a complex advance-scheduling process before the Commission had reviewed or approved clear tariff rules addressing the issues that process created.<sup>93</sup> Indeed, PJM itself acknowledged that, as of its November 14, 2025 filing, "there are currently no mitigation rules designed specifically to address Advanced Scheduled Resources" and that "there are currently no market mitigation rules designed specifically to address potential gaming by Market Sellers of Advanced Scheduled Resources."<sup>94</sup>

---

<sup>91</sup> Monitoring Analytics, LLC, Revised Issue Charge: Resource Scheduling Prior to the Day Ahead Energy Market (October 9, 2025) (Exhibit No. MPC-0004) at 1–3, <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2025/20251009/20251009-item-05-2---resource-scheduling-prior-to-the-day-ahead-energy-market---revised-issue-charge---clean.pdf>.

<sup>92</sup> Brian Weathers, PJM Interconnection, Advanced Pre-Scheduling Make Whole Education at 3–4, <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2025/20250507/20250507-item-10-1---advanced-pre-scheduling-make-whole-education.pdf>.

<sup>93</sup> *Id.* at 2.

<sup>94</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 8.

Despite acknowledging that there were “no rules”<sup>95</sup> specifically addressing make-whole credits for units advance scheduled prior to the Day-Ahead Market, PJM applied make-whole treatment to those units in a way that materially affected uplift and settlements in PJM’s markets. Likewise, the critical questions at issue here—including how PJM chooses resources for advance scheduling, how those resources participate in the Day-Ahead Market, how uplift is calculated, and how resulting costs are allocated—had not been resolved through filed tariff rules before Winter Storm Fern. Ultimately, PJM’s actions caused hundreds of millions of dollars to change hands without seeking buy-in from stakeholders or the Commission, and PJM has subsequently sought to cover its tracks via after-the-fact letter filings and belated stakeholder processes.

#### **E. PJM’s Advance Scheduling Favored Gas And Displaced Cheaper Coal**

During Winter Storm Fern, PJM advance scheduled substantial gas-fired generation. PJM’s own cold weather materials state that PJM made “advanced commitment to gas only resources, CTs & steam units due to Fuel Uncertainty,”<sup>96</sup> and that units were scheduled and committed “for reliability based on anticipated congestion and capacity projections.”<sup>97</sup>

PJM’s advance commitments were not ordinary market commitments. They were advance-scheduling decisions made before ordinary Day-Ahead and Real-Time market processes determined which resources were needed and economic. Those advance-scheduled resources received uplift or make-whole protection if market revenues did not cover their costs; and those advance-scheduled resources were selected through a PJM-administered process whose criteria have not been publicly disclosed in a manner sufficient for other market participants to understand

---

<sup>95</sup> Weathers, Advanced Pre-Scheduling Make Whole Education at 3–4.

<sup>96</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 22.

<sup>97</sup> *Id.*

why particular resources were selected, how location and fuel type were considered, or how those advance-scheduling decisions would affect Day-Ahead Market and Real-Time Market clearing, uplift, congestion, and settlements.<sup>98</sup>

This opaque structure appears to have favored gas resources over non-gas resources. In the wake of substantial litigation concerning penalties for gas-fired generators in the context of Winter Storm Elliott, PJM during Winter Storm Fern granted commitment certainty and cost recovery protection to gas resources, while cheaper coal resources, including Fort Martin and Harrison, were left to ordinary market outcomes in a market already reshaped by PJM's advance-scheduling decisions.

The economic distortion is straightforward. Advance scheduling can give a resource operational lead time or fuel-procurement certainty, but under PJM's own description it does not, for resources pre-scheduled to mitigate operational risk during cold and hot weather events or gas holidays, carry an automatic Day-Ahead Market commitment. Those resources are subject to economic evaluation in the Day-Ahead clearing process and receive a commitment only if they are part of the least-cost solution.<sup>99</sup> PJM has explained that these resources are not intended to upset the normal economic function of the Day-Ahead Market. If an advance-scheduled gas resource does not clear but PJM nevertheless determines that it *must* run for reliability, that decision is allegedly treated as a manual reliability commitment, supported by a resource-specific necessity determination, and settled through uplift or make-whole mechanisms consistent with the tariff and cost-causation principles. During Winter Storm Fern, however, compelling evidence strongly suggests that the Day-Ahead Market may not have operated in an economic manner

---

<sup>98</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 15–20.

<sup>99</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5 n.10.

consistent with the least-cost solution PJM described to the Commission. Cheap, abundant coal generation was online and available. Instead, PJM appears to have flooded the market with more expensive gas generation via advance scheduling, leading to higher LMPs and the congestion-driven price divergence experienced by Mon Power. At present, it is not clear whether PJM directly circumvented the Day-Ahead Market results or simply made operational decisions that had the predictable effect of perverting the Day-Ahead Market's normal economic function. Discovery is needed to ascertain whether and to what degree PJM violated the tariff.

The price difference between these gas-fired and coal-fired resources was severe. During PJM's "commitment period" from January 22 to January 23, natural gas prices "soar[ed]," from a weekly increase of 63% on January 22<sup>100</sup> to a record 70% by January 23.<sup>101</sup> Prices continued to rise as the storm progressed, "rising above \$87/MMBtu in PJM at the peak."<sup>102</sup> Meanwhile, "[c]oal fuel costs remained largely stable throughout the storm."<sup>103</sup> As such, PJM's advance-scheduling practice discriminated against coal resources and harmed Mon Power's West Virginia customers by failing to select the least-cost option, and by imposing the resulting energy, congestion, and settlement consequences on Mon Power.

**F. PJM May Have Failed To Adequately Update Or Unwind Its Advance-Scheduling Decisions**

PJM's initial forecast for Winter Storm Fern was materially overstated. PJM knew or should have known, at the time of the forecast but at least as the event unfolded, that school, business, and government closures would likely reduce (and did reduce) load. PJM's forecast

---

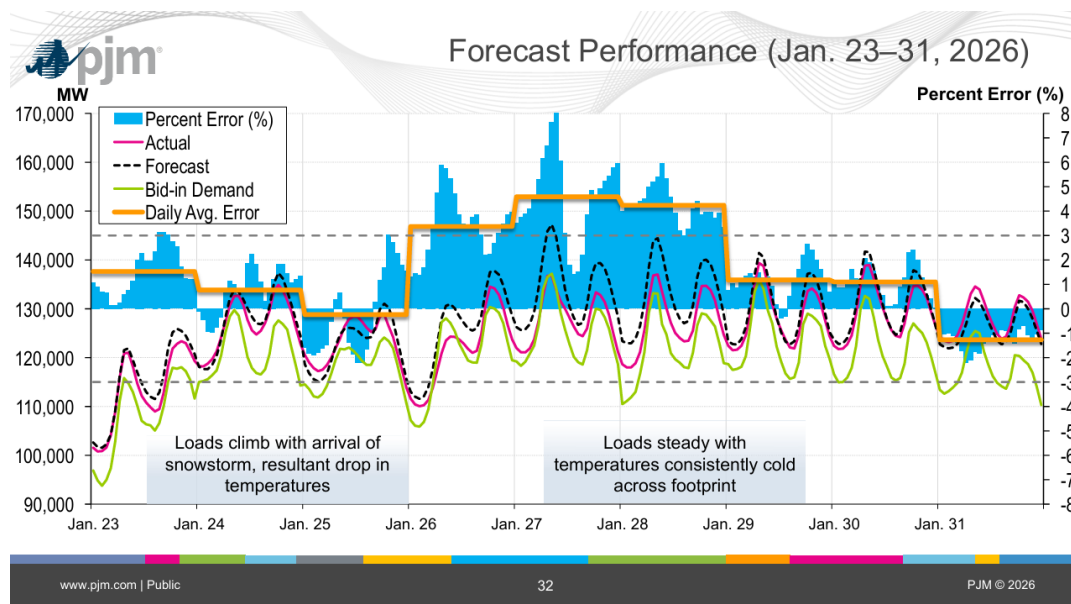
<sup>100</sup> DeZemmer & Hiller, *supra* note 51.

<sup>101</sup> DeZemmer, *supra* note 52.

<sup>102</sup> ENERGY VENTURES ANALYSIS, *supra* note 54.

<sup>103</sup> *Id.*

remained, on average, more than 3% higher than actual load for three days between January 26 and January 29, and peaked at over 8% incorrect on January 27:<sup>104</sup>



After its forecast miss on January 26, the errors in PJM’s forecast had become evident: higher temperatures and building closures were averting the worst-case load scenarios that PJM had envisioned. PJM nevertheless appears not to have adequately revised its advance-scheduling strategy. Rather than unwinding or reducing excessive advance scheduling of gas-fired generators in light of new information, PJM appears to have largely continued and extended its gas-focused advance-scheduling strategy, even as the forecast error and other facts (such as congestion price impacts) became apparent.<sup>105</sup> To the extent PJM made adjustments for some units, discovery is needed to determine whether those adjustments were timely and sufficient given the updated forecast, congestion, uplift, and LMP-separation information available to PJM.

Even if PJM had some authority to advance schedule resources at the outset of the event, that authority was limited to advance scheduling and commitments “necessary” to alleviate or

<sup>104</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 32.

<sup>105</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 36, 40–42.

mitigate an Emergency. Once the forecast proved overstated, continued or extended scheduling and commitments based on the erroneous forecast could no longer be presumed necessary. PJM's apparent failure to adequately revise its approach based on new market conditions also worsened the market consequences for Mon Power and its West Virginia customers. In sum, excessive advance scheduling and commitments repriced or displaced portions of the supply stack, increased uplift, and exacerbated congestion.

**G. PJM's Advance Scheduling And Commitments Appear To Have Caused Severe Congestion And LMP Separation**

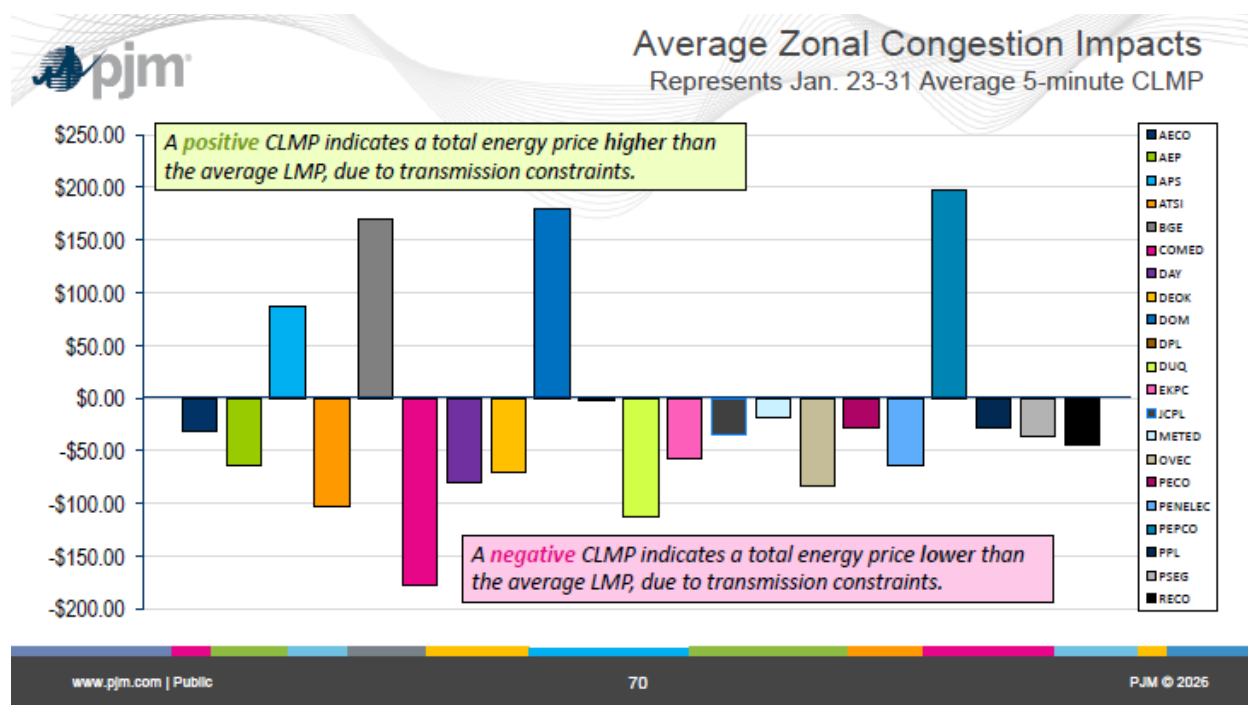
PJM's advance scheduling appears to have materially changed generation patterns across the PJM footprint. When PJM scheduled substantial volumes of gas generation in advance of ordinary market clearing and then committed those resources either through the Day-Ahead and Real-Time markets and/or through operator instruction and out-of-market uplift payments, it appears to have caused both market-clearing distortion and congestion/cost-causation distortion. It appears to have displaced or reduced lower-cost resources, affected where generation ran, changed how power flowed across the grid, increased uplift, and exacerbated the impact of pre-existing transmission constraints.

Those effects were particularly harmful for two reasons. First, Mon Power's coal generation was located upstream of relevant transmission constraints, while its load was located downstream. Second, there were preexisting partial outages at three Mon Power substations in the APS zone.<sup>106</sup> PJM's dispatch of too much advance-scheduled generation across an already

---

<sup>106</sup> These partial outages at the Bedington, Black Oak, and Pruntytown substations both pre- and post-dated Winter Storm Fern. And, yet, the pricing divergence appears to have primarily occurred during the period PJM advance scheduled natural gas units. Put another way, the partial outages do not appear to have been the proximate cause of the price divergence. Discovery is needed to more fully understand the relationship between the preexisting outages, the advance scheduling and commitments, and the pricing divergence, but Mon Power's preliminary analysis strongly

constrained system may therefore have materially worsened congestion and LMP separation, causing Mon Power to pay high congestion-influenced LMPs to serve load while Fort Martin and Harrison received depressed or negative generation-node LMPs.<sup>107</sup> Average congestion impacts are reflected in the below chart:<sup>108</sup>



Under PJM OATT § 5.1.4A, congestion charges are calculated based on differences between congestion prices at source and sink locations.<sup>109</sup> That same locational/congestion framework explains the divergence between Mon Power’s load and generation positions. Mon

suggests the advance scheduling and commitments caused the pricing divergence, not the outages alone. Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 33-36; Austria Aff. (Exhibit No. MPC-0019) ¶¶ 16, 19-20, 26-27; PJM Cold Weather Operations (Exhibit No. MPC-0010) at 15, 49.

<sup>107</sup> Austria Aff. (Exhibit No. MPC-0019) ¶¶ 11-13, 16-20, 23-27, 30-31.

<sup>108</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 70. Mon Power generates power and serves load in the APS Zone, and thus the chart does not show the divergence between the LMPs at Mon Power’s generation nodes and load node.

<sup>109</sup> PJM OA § 5.1.4A.

Power's load paid a high congestion-influenced LMP, while Fort Martin and Harrison received depressed or negative congestion-influenced LMPs.

In transmission terms, PJM's advance-scheduling strategy appears to have changed the location of generation relative to constrained paths. Additional generation upstream or west of relevant constraints can increase flows, making the constraint worse, while generation located downstream or east of those constraints can reduce or avoid those flows.<sup>110</sup> Mon Power expects discovery and expert analysis to show that PJM's advance-scheduling-driven generation pattern materially affected flows across constrained paths and impacted the congestion component of LMPs affecting Mon Power's load (in a positive direction) and generation (in a negative direction).

This outcome was not caused by Mon Power's conduct. Mon Power's units were available and able to generate, and in fact did generate, albeit often at their economic minimum levels.<sup>111</sup> The harm appears to have resulted from PJM's advance-scheduling and related commitment and dispatch decisions, and the way those decisions affected congestion and settlement outcomes.

#### **H. PJM's Uplift Payments Protected Gas Resources And Compounded Mon Power's Harm**

PJM pays uplift or Operating Reserve credits when resources scheduled, committed, or dispatched for reliability or other operational reasons do not recover their costs through market revenues. During Winter Storm Fern, PJM paid massive uplift associated with advance scheduling and related commitments. PJM's preliminary materials reflected approximately \$798 million in uplift from January 24 through February 1, 2026, with more than \$500 million in uplift attributed to the three-day period when PJM's forecast was most overstated.<sup>112</sup> Subsequent reporting stated

---

<sup>110</sup> Austria Aff. (Exhibit No. MPC-0019) ¶¶ 12, 16–20, 26–27.

<sup>111</sup> *Id.* ¶¶ 21–22.

<sup>112</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 77.

that PJM paid approximately \$990 million in uplift during the first quarter of 2026, exceeding PJM's entire 2025 total.<sup>113</sup>

Critically, the uplift was not fuel-neutral in effect. PJM's own materials show that, during the core Winter Storm Fern period, 99% of the relevant uplift payments were made to natural gas generators.<sup>114</sup> That concentration reinforces the discriminatory effect of PJM's advance-scheduling strategy: gas resources received cost recovery protection, while Mon Power's coal resources and load bore the congestion and settlement consequences.

In short, Mon Power was harmed on both sides. As load, Mon Power paid high LMPs; as generation, Mon Power received depressed or negative generation-node LMPs.<sup>115</sup> On top of that, PJM charged Mon Power uplift to support the resources that PJM had excessively and unnecessarily advance scheduled or committed—uplift for which Mon Power was not even eligible because PJM did not engage in advance scheduling or commitment of coal-fired resources.

#### **I. PJM's System-Wide Reliability Strategy Created A Localized Loss For Mon Power**

During Winter Storm Fern, PJM undertook its advance scheduling for what PJM claimed were system-wide reliability purposes. But even if advance scheduling was necessary to preserve system reliability, the associated market and congestion-related costs were not allocated pursuant to the tariff's reliability uplift framework and cost-causation principles, *i.e.*, assigning the cost on

---

<sup>113</sup> Tim McLaughlin, *Biggest US Grid Paid Record \$1 Billion to Money-Losing Power Plants in Q1*, Reuters (May 20, 2026) (Exhibit No. MPC-0017), <https://www.reuters.com/legal/litigation/biggest-us-grid-paid-record-1-billion-money-losing-power-plants-q1-2026-05-20/>.

<sup>114</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 77.

<sup>115</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶ 29.

a load-share ratio basis across the entire PJM footprint. Instead, West Virginia retail customers were forced to pay for a disproportionate share of these costs.<sup>116</sup>

Put another way, only the amount PJM labeled “uplift” was broadly allocated. The additional economic harm created by the same “reliability” strategy—depressed generation-node prices and inflated load-side prices—was left on Mon Power’s West Virginia customers. That settlement treatment appears to have been discriminatory and inconsistent with cost-causation principles.

#### **J. Commission-Supervised Discovery Is Necessary**

Mon Power and PJM engaged before the filing of this Complaint but were unable to resolve the dispute. Commission-supervised discovery is necessary because the key information needed to evaluate PJM’s Winter Storm Fern advance-scheduling and commitment decisions, Day-Ahead Market clearing, uplift, congestion, and settlement impacts is confidential and uniquely within PJM’s possession.<sup>117</sup> Without that data, Mon Power cannot determine the full scope of PJM’s conduct or quantify the resulting harm with precision.<sup>118</sup>

The appropriate course is to set this Complaint for hearing and permit discovery under the Commission’s Model Confidentiality Agreement.<sup>119</sup> PJM alone has the unit-specific, offer-specific, commitment-specific, dispatch, uplift, congestion, and settlement data necessary to

---

<sup>116</sup> *Id.* ¶¶ 8–10, 24, 27–29.

<sup>117</sup> *See* PJM OA § 18.17.1(a)-(b).

<sup>118</sup> *See* Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 7, 18–20, 31–32, 49–50; *see* Austria Aff. (Exhibit No. MPC-0019) ¶¶ 28–29.

<sup>119</sup> *See* PJM OA § 18.17.2(a) (permitting PJM to disclose otherwise restricted confidential information when PJM “is required by applicable law, order, or in the course of administrative or judicial proceedings, to disclose to third parties, information that is otherwise required to be maintained in confidence pursuant to this Agreement.”).

determine what happened and the degree to which PJM complied with or violated the requirements of the tariff and FPA.

## **V. ARGUMENT**

### **A. PJM’s Advance-Scheduling Practice Distorted Day-Ahead Market Outcomes**

As discussed above, PJM represented to the Commission in November 2025 that cold weather, hot weather, and gas holiday advance-scheduled resources—*i.e.*, resources that must be scheduled before the Day-Ahead Market—while not automatically committed in the Day-Ahead Market, are subject to the typical Day-Ahead Market discipline. Those resources are “subject[ed] to an economic evaluation” in the Day-Ahead Market clearing process and receive a Day-Ahead commitment only if they are part of the “least cost solution.”<sup>120</sup> If a resource does not clear, it still may be manually ordered to run by PJM and will receive an uplift payment.<sup>121</sup> At bottom, PJM assured the Commission that these advance-scheduled resources would not distort Day-Ahead Market prices, yet that appears to have happened here.

During Winter Storm Fern, PJM advance scheduled and committed substantial gas generation while cheaper coal resources were available to run. Harrison’s units, for example, offered energy at approximately \$50/MWh during early afternoon hours on January 28, 2026, while the system energy component of LMP (common across PJM) was approximately \$250/MWh. Harrison’s units nonetheless remained at their economic minimum output levels, because severe negative congestion drove Harrison’s total nodal LMP to approximately *negative* \$50/MWh. This example highlights the need to investigate what produced binding constraints

---

<sup>120</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 5 n.10.

<sup>121</sup> *Id.* at 7.

severe enough to strand low-cost generation.<sup>122</sup> This was not an isolated concern. Mon Power’s available coal generation repeatedly did not clear above economic minimum<sup>123</sup> during Winter Storm Fern even though its low-cost energy was available.<sup>124</sup> Across the core storm period, average Day-Ahead LMPs at Mon Power’s generating units (approximately \$185/MWh at Fort Martin and \$100/MWh at Harrison) were far below the Mon Power load-zone LMP (approximately \$470/MWh).<sup>125</sup>

Those results strongly suggest that PJM took actions that either directly or indirectly distorted Day-Ahead Market results. Cheap coal generation mere miles away from Mon Power’s load did not clear the market despite PJM’s assurance that it was operating the advance-scheduling system in a way that would reach the “least cost solution.” PJM’s description in November 2025 of how it operated its advance-scheduling regime cannot be squared with how the market appears to have actually functioned during Winter Storm Fern.

This incongruence underscores the need to evaluate whether PJM’s advance scheduling failed to meet the prerequisites in the tariff<sup>126</sup> or otherwise violated or exceeded the tariff. The Commission should set this Complaint for hearing and require PJM to produce the list of advance-scheduled units, their start and notification classifications, Day-Ahead and Real-Time market offers, cost-based and market-based offers, Day-Ahead Market versus operator-initiated or out-of-

---

<sup>122</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 30–32.

<sup>123</sup> “Economic minimum” means the unit cannot be run below that amount consistent with its physical limitations, and would face problems such as instability or inadequate pressure. *See, e.g., FAQs: Generator Operational Parameters*, ISO New England, <https://www.iso-ne.com/participate/support/faq/generator-operational-parameters#a> (last visited Oct. 5, 2026).

<sup>124</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 20, 30–32.

<sup>125</sup> *Id.* ¶ 28.

<sup>126</sup> *See supra*, Section III.

market commitment status, clearing inputs and outputs, constraints and shadow prices, uplift and Operating Reserve credits, and analyses explaining why lower-cost Fort Martin and Harrison MW typically did not clear above economic minimum.<sup>127</sup>

**B. PJM Exceeded Or Misapplied Its Limited Advance-Scheduling Authority**

OA Schedule 1 § 1.10.1(d) gives PJM limited authority to advance schedule and commit long-start resources when PJM’s seven-day forecast projects likely Emergency conditions, but only “as necessary in order to alleviate or mitigate” that Emergency.<sup>128</sup> That authority is not open-ended. It does not allow PJM to create an unconstrained advance-scheduling regime untethered from necessity, resource-specific reliability need, least-cost market clearing, non-discrimination, or cost-causation principles.

PJM’s Winter Storm Fern advance-scheduling practice appears to have exceeded or misapplied that limited authority. PJM used advance scheduling and commitment on a massive scale, focused overwhelmingly on gas-only resources, relied on an overstated load forecast, and then appears to have failed to adequately adjust or unwind those commitments after the forecast proved wrong. The resulting practice materially affected scheduling and commitment decisions, Day-Ahead Market clearing, dispatch, congestion, uplift, LMPs, and settlements.

The filed tariff does not provide the rules necessary to govern the regime PJM used. It does not specify how PJM must select resources by fuel type or location; how PJM must account for cheaper available non-gas generation; how PJM must update or adjust advance-scheduling and commitment decisions after learning of forecast errors and other real-world results such as congestion impacts; how advance commitments must interact with Day-Ahead Market least-cost

---

<sup>127</sup> See Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 7, 18–20, 30–32, 49–50.

<sup>128</sup> PJM OA Schedule 1 § 1.10.1(d).

clearing; how resulting uplift and congestion costs must be allocated; what information PJM must disclose after the fact; or how resources scheduled in advance but not clearing the Day-Ahead Market may nevertheless receive operator-initiated or out-of-market commitments and uplift. Those omissions matter because PJM’s Winter Storm Fern advance-scheduling and commitment practices had substantial rate and settlement consequences. More importantly, those omissions make clear that this tariff provision was intended to be a narrow grant of authority to address targeted emergencies (PJM’s practice pre-Winter Storm Elliott), not a broad grant of authority to completely upend the normal economic function of the Day-Ahead Market.

PJM cannot cure those gaps by relying on manuals, stakeholder materials, or generalized operational discretion. Because PJM’s advance-scheduling practice materially affected jurisdictional rates, charges, classifications, and practices, it had to be clearly authorized by the filed tariff and administered consistently with the tariff’s limits. PJM’s emergency discretion did not give it a blank check to reshape market outcomes without filed rules governing how those decisions would be made, how they would affect the Day-Ahead Market, and how the resulting costs would be allocated.<sup>129</sup>

---

<sup>129</sup> See *PJM Power Providers Grp. v. FERC*, 96 F.4th 390, 400–01 n.7 (3d Cir. 2024) (rejecting FERC’s reliance on a general cost-minimization provision that “does not give PJM carte blanche authority to minimize costs,” and declining to read the tariff’s “error” provision to confer “freewheeling discretion” over auction parameters). Nor may an regional transmission organization implement rate-affecting practices through unfiled documents. See *KeySpan-Ravenswood, LLC v. FERC*, 474 F.3d 804, 810–11 (D.C. Cir. 2007) (FERC acted arbitrarily and capriciously in finding no filed-rate violation where NYISO never filed its capacity-translation methodology and the tariff’s unelaborated reference to “ISO Procedures” gave no clear and specific notice); *City & County of San Francisco v. FERC*, 24 F.4th 652, 661 (D.C. Cir. 2022) (rejecting the Commission’s argument that a numerical service threshold was a mere “guidepost” that need not appear in the filed tariff); *Cometa Energia, S.A. de C.V. v. Cal. Indep. Sys. Operator Corp.*, 191 FERC ¶ 61,089, at PP 19–22 (2025) (finding that an unfiled Business Practice Manual provision governing a rate-affecting eligibility status affects rates significantly, is susceptible of specification, and is not clearly implied by the tariff, and therefore must be filed), *order on reh’g*,

The Commission should find that PJM’s advance-scheduling and commitment practices during, and in anticipation of, Winter Storm Fern were unauthorized by, inadequately supported by, or inconsistent with the filed tariff under FPA section 206.

**C. PJM Has Not Shown That The Full Scope Of Its Advance Scheduling Was Necessary To Alleviate Or Mitigate An Emergency**

Although PJM had authority to advance schedule resources during Winter Storm Fern, that authority was not unlimited. OA Schedule 1 § 1.10.1(d) permits PJM to schedule and to commit long-start resources only “as necessary in order to alleviate or mitigate” a projected Emergency.<sup>130</sup> That language requires more than a generalized concern about winter conditions, fuel availability, or gas-procurement risk. PJM must be able to show that its advance scheduling was necessary to solve a reliability problem that ordinary Day-Ahead and Real-Time market operations would not have solved, and that, if some advance-scheduling and commitment approach was needed, then the scope, duration, location, and gas-only nature of that approach was necessary.

PJM’s own filings and operations manuals confirm that “as necessary” means there must be a factual reliability predicate: PJM must identify resources needed to maintain reliability and a concrete risk—such as demonstrated fuel-procurement or transportation limitations—that those resources would not be available through ordinary Day-Ahead and Real-Time market operations absent advance scheduling or commitment.<sup>131</sup> PJM Manual 13 is consistent with that limited

---

193 FERC ¶ 61,022, at P 48 (2025) (reaffirming that the ISO “must place the BPM provision in its Tariff in order to apply it”).

<sup>130</sup> PJM OA Schedule 1 § 1.10.1(d).

<sup>131</sup> November 14, 2025 PJM Transmittal Letter (Exhibit No. MPC-0007) at 7 (“Scheduling resources in advance of the Day-ahead Energy Market has the clear benefit of mitigating against the reliability risk that a resource needed to maintain grid operations may not be able to procure fuel during an anticipated grid emergency.”); *PJM Interconnection, L.L.C.*, 194 FERC ¶ 61,027, at P 3 (2026) (“PJM explains that, prior to 2024, it rarely pre-scheduled resources prior to the Day-ahead Energy Market, and when it did so, it was primarily to address transmission constraints.

rationale: it ties conservative operating actions for gas-fired generation to an assessment of pipeline capability, gas system contingencies, and the risk of gas-fired generation unavailability.<sup>132</sup>

PJM has not made that showing. It has not demonstrated that, but for advance scheduling, the gas resources posed a reliability risk. Indeed, many of the gas resources PJM advance scheduled or committed had capacity obligations requiring them to offer into the Day-Ahead Market, were subject to non-performance penalties if they failed to perform those obligations, and had strong economic incentives to run given the high market prices during Winter Storm Fern.<sup>133</sup> Nor has PJM shown that the natural gas production, trading, or transportation system failed in a way that required extraordinary advance scheduling and commitment of gas resources on the scale and duration used here. Even if some advance scheduling or commitment of gas generation is necessary in some circumstances, PJM has not identified the specific factual predicate that made this level of advance scheduling or commitment necessary during the entirety of Winter Storm Fern.

This concern is even more acute to the extent that discovery shows PJM manually dispatched advance-scheduled units that did not clear the Day-Ahead Market. In that circumstance, PJM is directly bypassing the “least-cost solution” by committing a unit that did not pass the “economic evaluation” of the Day-Ahead Market’s normal clearing function. By doing

---

However, PJM explains that as a result of lessons learned from Winter Storm Elliot, it now more regularly pre-schedules resources in order to ensure that gas-fired resources are able to procure gas and actually operate after being committed in the Day-ahead and Real-time Energy Markets.”).

<sup>132</sup> PJM Manual 13: Emergency Operations, <https://www.pjm.com/-/media/DotCom/documents/manuals/m13.ashx> (Based on “an assessment of the pipelines ability to serve contracts for gas-fired generation through the expected duration of the weather event,” PJM actions can include “adoption of conservative operations actions intended to mitigate risks associated with gas system contingencies or gas-fired generation unavailability.”).

<sup>133</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 11–14.

so, PJM is, effectively, making an affirmative assertion that the unit is “necessary” despite it being uneconomic. The Commission should hold PJM to that assertion, consistent with the tariff. To do otherwise would grant PJM authority to bypass normal economic market results in a way that is utterly inconsistent with decades of Commission precedent.

Nor can PJM rely on DOE’s FPA section 202(c) orders to avoid that showing. Those orders recognized emergency conditions and temporarily allowed specified generating units to operate notwithstanding otherwise applicable limits, but they did not require (or approve) PJM to bypass the Day-Ahead Market, ignore least-cost principles, or advance schedule or commit gas resources without a resource-specific necessity determination. Indeed, PJM’s own application requested authority to operate covered units “consistent with PJM’s Governing Agreements and Good Utility Practice” and only “as necessary” to ensure reliability during the limited emergency period.<sup>134</sup>

DOE’s order left the operative reliability judgment with PJM, and hence subject to the provisions of PJM’s tariff. DOE directed PJM to order operation of specified units only “[i]n the event that PJM determines” the generation was “necessary to meet the electricity demand that PJM anticipates,” and only “as needed to maintain reliability.”<sup>135</sup> That conditional emergency authorization does not excuse PJM from the tariff’s requirements; it underscores them. Even if DOE recognized an emergency, PJM still had to show that particular advance-scheduling and commitment decisions were necessary, that ordinary market operations would not have ensured sufficient generation, and that PJM administered the Day-Ahead Market, uplift, congestion, and settlements consistent with the tariff, Good Utility Practice, and FPA section 206.

---

<sup>134</sup> PJM January 24, 2026 FPA § 202(c) Application (Exhibit No. MPC-0008) at 3–4.

<sup>135</sup> U.S. Dept. of Energy, Order No. 202-26-2 (Jan. 25, 2026) (Exhibit No. MPC-0009) at 3.

If PJM cannot make that showing (thus far, it has not), this failure provides an independent basis for relief. Even if the Commission concludes that PJM had theoretical authority to advance schedule or commit resources, and even if the Commission affords PJM reasonable deference in forecasting emergency conditions despite a potential methodological flaw in the forecast, the tariff still requires any advance scheduling and commitments to be necessary to alleviate or mitigate the emergency. PJM cannot satisfy that standard merely by invoking generalized reliability concerns after the fact. It must demonstrate that its advance scheduling accomplished something that a reasonable forecast, normal market operations, capacity obligations, performance incentives, and prevailing market prices would not have accomplished.

**D. PJM Discriminated Against Non-Gas Resources, Including Mon Power's Resources**

PJM's advance-scheduling and commitment strategy favored gas resources. PJM gave those resources commitment certainty and uplift or make-whole protection based on fuel-procurement concerns, but did not provide comparable treatment to non-gas resources. Non-gas resources and load downstream of transmission constraints were instead left to absorb the market and settlement consequences of PJM's gas-focused reliability strategy.

Importantly, Mon Power's coal-fired Fort Martin and Harrison units were available and, in many hours, were cheaper than the gas resources PJM advance scheduled and committed. But PJM did not provide Fort Martin and Harrison comparable commitment certainty or cost-recovery protection. Instead, those resources were exposed to ordinary market outcomes in a market potentially reshaped by PJM's advance scheduling.

That treatment appears to be discriminatory. Gas resources were protected from ordinary market risk through advance scheduling, commitment, and/or uplift protection, while Mon Power was left to bear the consequences: high load-side LMPs, depressed or negative generation-node

LMPs, and uplift charges (to load) supporting some of the same advance-scheduled resources whose operation contributed to the congestion and price separation harming Mon Power.

The tariff does not permit that result. PJM OATT Attachment K-Appendix section 1.7.11 and PJM OA Schedule 1 section 1.7.11 require PJM's emergency actions and procedures to apply to PJM members on a non-discriminatory basis. PJM's Winter Storm Fern practices appear to have violated that principle by favoring gas resources over non-gas resources and shifting the resulting costs to Mon Power and its customers.

This is a serious concern. The Commission expects PJM to operate the Day-Ahead Market like a fair and genuine market. Yet, fair and genuine markets cannot operate justly and reasonably when, by regulatory fiat, some market participants are given greater access to information and greater protection from market forces than others. The Commission should be concerned that, absent a detailed unit-level showing by PJM that its actions were necessary to preserve reliability, PJM's approach is essentially one of picking winners and losers. Lastly, this disparate treatment and unfairness could have opened the door for possible market manipulation by natural gas generators who were given advance knowledge they would be made whole regardless of how they bid into the market. Indeed, PJM flagged the possibility of such conduct in its November 2025 filing, and whether it occurred here is another issue to explore during discovery.

With the benefit of discovery, Mon Power expects to show that PJM's advance scheduling, commitment, and uplift treatment were unduly discriminatory and preferential under FPA section 206 and the PJM tariff.

**E. PJM May Have Failed To Adequately Update Or To Unwind Its Forecast And Advance-Scheduling Strategy After Forecast Errors Became Evident**

PJM's load forecast was materially overstated. PJM has acknowledged that its forecast did not adequately account for closure effects, including school, business, and government closures

during the storm, and that actual system conditions diverged from forecasted conditions in part for this reason.<sup>136</sup>

That forecast error—which appears to be a methodological error—mattered because PJM’s advance-scheduling authority, if any, was tied to necessity. PJM could justify advance scheduling only to the extent it was necessary to alleviate or mitigate the forecasted emergency.

Moreover, once actual conditions showed that PJM’s forecast was overstated, PJM was obligated to reassess whether its advance scheduling remained necessary. At a minimum, PJM should have reassessed its operational decisions once it became clear that, contrary to its forecast assumptions, schools, businesses, and government offices were closing in response to the storm.

Discovery is needed to assess whether PJM adequately did so. If it did not, then that failure likely caused or materially contributed to excessive uplift, distorted dispatch, congestion, and LMP separation affecting Mon Power.<sup>137</sup>

PJM’s potential failure to adequately update its forecast and advance-scheduling strategy as actual conditions diverged from forecasted conditions also supports the conclusion that PJM misapplied its emergency authority and violated Good Utility Practice. Good Utility Practice requires the exercise of reasonable judgment in light of facts known at the time.

Discovery will allow Mon Power to obtain PJM’s forecast data, forecast updates, internal communications, commitment studies, and operational analyses showing when PJM knew the forecast was overstated and what, if anything, PJM did in response, including the timing, scope, and basis for any unit-specific adjustments.

---

<sup>136</sup> PJM Cold Weather Operations (Exhibit No. MPC-0010) at 17 (attributing forecasting error to “extended school/government closings”).

<sup>137</sup> Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 36, 40–42.

**F. PJM's Advance Scheduling Appears To Have Caused Congestion And Price Effects That Harmed Mon Power**

PJM's advance-scheduling and commitment decisions appear to have changed generation patterns and materially contributed to congestion during Winter Storm Fern, separating the LMPs applicable to Mon Power's load and generation.<sup>138</sup> Specifically, Mon Power paid high, congestion-influenced LMPs to serve its customers, while its Fort Martin and Harrison coal units received depressed or negative generation-node LMPs.

That LMP separation caused substantial harm. Mon Power estimates that the divergence between the prices it paid to serve load and the prices its generation received caused approximately \$145 million in losses, net of FTR revenues. This harm was not caused by Mon Power's conduct. Mon Power's units were available and able to generate, but PJM's advance-scheduling and commitment strategy appears to have caused the congestion that prevented Mon Power from receiving the generation revenues that ordinarily would have offset most of the cost of serving its load.<sup>139</sup>

Further, PJM's settlement treatment of that harm appears unjust and unreasonable. PJM treated the gas-resource costs (of units that did not clear in the market but were ordered to run) as uplift eligible for broad allocation, but left the related congestion harm on Mon Power. In other words, PJM broadly socialized the costs needed to make whole advance-scheduled or advance-committed gas resources, while leaving Mon Power and its customers to bear the localized price effects caused by the same reliability strategy.

PJM's advance-scheduling and commitment decisions were undertaken for asserted system-wide reliability purposes. If that scheduling was necessary to preserve system reliability,

---

<sup>138</sup> Austria Aff. (Exhibit No. MPC-0019) ¶¶ 11–13, 16–20, 23–27, 30–31.

<sup>139</sup> *Id.* ¶¶ 21–22; Hunger Aff. (Exhibit No. MPC-0018) ¶¶ 8–10, 24, 27–29, 36–39, 49–50.

then the costs caused by advance scheduling should have been allocated consistently with system-wide reliability cost-allocation and cost-causation principles.

The tariff reflects that principle. PJM OATT Attachment K-Appendix § 3.2.3(b)(i)(B) provides that reliability-related balancing Operating Reserve credits are allocated according to each participant's share of real-time load plus export transactions.<sup>140</sup> That provision recognizes that reliability commitments are system or regional actions and that the associated costs should be allocated broadly, rather than imposed arbitrarily on a small subset of market participants.

PJM did not apply that principle to the full cost of its Winter Storm Fern reliability strategy. That settlement treatment caused Mon Power and its customers to pay twice. First, Mon Power paid high load-side LMPs while facing depressed or negative generation-node LMPs (and consequently reduced revenues) from Fort Martin and Harrison. Second, Mon Power paid uplift charges used to make whole the advance-scheduled or advance-committed resources whose operation contributed to the congestion and price separation that harmed Mon Power in the first place.

PJM's practices and settlements during Winter Storm Fern therefore appear inconsistent with Good Utility Practice and cost-causation principles. PJM is not exercising Good Utility Practice when it administers the Tariff in a manner that creates unjust and unreasonable practical effects, including "a sizable gap between the benefits accrued by each LSE and the allocated cost."<sup>141</sup> That appears to be what happened during Winter Storm Fern.

As shown above, PJM appears to have violated or misapplied the tariff, and acted without tariff authority for the advance-scheduling and commitment practice it used.

---

<sup>140</sup> PJM OATT Attachment K-Appendix § 3.2.3(b)(i)(B).

<sup>141</sup> *Verso Corp.*, 898 F.3d at 8.

**G. Retrospective Relief Enforces The Filed Tariff And Does Not Violate The Filed-Rate Doctrine**

Mon Power does not seek revision of the PJM tariff in this proceeding.<sup>142</sup> It seeks enforcement of the filed tariff and correction of settlement consequences caused by PJM's apparent violation or misapplication of that tariff. The filed-rate doctrine does not bar the Commission from enforcing the tariff as filed, correcting settlements affected by tariff violations, or ordering relief necessary to remedy unjust, unreasonable, discriminatory, or non-cost-causative charges.

If the Commission finds that PJM exceeded or violated its tariff authority, misapplied its advance-scheduling rules, discriminated against non-gas resources, failed to administer the Day-Ahead Market consistent with least-cost principles, and/or imposed non-cost-causative settlement consequences on Mon Power, the Commission may order refunds, resettlement, reallocation, or other remedial relief to enforce the filed tariff. Such relief would not change the historical tariff. It would correct the consequences of PJM's failure to administer the tariff lawfully.

Although Mon Power acknowledges that, under Commission precedent, rerunning the market is disfavored as part of a remedy, there are a variety of mechanisms that do not involve a market re-run by which the Commission can provide financial relief to the West Virginia customers harmed by PJM's actions.

---

<sup>142</sup> This proceeding is focused on whether PJM violated the existing tariff and how to remedy the harm suffered by Mon Power and its West Virginia retail customers. The question of whether reforms to the tariff may be needed is best addressed in a separate proceeding.

## **VI. RULE 206 REQUIREMENTS**

### **A. Rules 206(b)(1) and (2): Identify and Explain How The Action or Inaction Violates Applicable Statutory Standards or Regulatory Requirements**

PJM's Winter Storm Fern advance-scheduling and commitment practices, Day-Ahead Market clearing treatment, forecast failures, uplift treatment, congestion effects, and settlement treatment appear to have violated the PJM OATT and PJM OA and appear to have been unjust, unreasonable, unduly discriminatory, and preferential under FPA section 206. PJM appears to have exceeded or misapplied PJM OA Schedule 1 section 1.10.1(d) by using advance scheduling and commitments on a scale and in a manner not authorized by the filed tariff. PJM further appears to have violated its non-discrimination obligations under PJM OA Schedule 1 section 1.7.11 and PJM OATT Attachment K-Appendix section 1.7.11 by favoring gas resources over non-gas resources and shifting the resulting costs to Mon Power. PJM further acted unjustly and unreasonably by imposing non-cost-causative settlement consequences by allocating formal uplift broadly while leaving the related congestion harm embedded in localized LMP separation affecting Mon Power.

### **B. Rule 206(b)(3): Set Forth the Business, Commercial, Economic or Other Issues Presented by the Action or Inaction as Such Relates to or Affects the Complainant**

PJM's conduct caused substantial economic harm to Mon Power by increasing load-side LMPs, depressing or driving negative generation-node LMPs, and imposing uplift charges on Mon Power's load. The ultimate harm, absent redress from the Commission, will fall on Mon Power's West Virginia retail customers.

The market design issue is significant. PJM's advance-scheduling and commitment practice gives PJM substantial power to determine which resources receive commitment certainty and cost recovery, which resources are displaced, and which loads bear the resulting costs.

Whether PJM exercised that authority beyond what is contemplated by the tariff, or in violation of the tariff, warrants further investigation.

**C. Rules 206(b)(4) and (5): Make a Good Faith Effort to Quantify the Financial Impact or Burden (If Any) Created for the Complainant as a Result of the Action or Inaction and Indicate the Practical, Operational or Other Nonfinancial Impacts Imposed as a Result of the Action or Inaction**

Mon Power estimates that the divergence between the LMPs paid to serve load and the LMPs received by its generation caused losses of approximately \$145 million, net of FTR revenues. The relevant financial categories include load-side LMP charges, generation-node LMP revenues, congestion charges, uplift/Operating Reserve charges, lost opportunity cost credits, FTR revenues, and any other settlement offsets or charges affected by PJM's advance-scheduling and commitment decisions. The practical impacts include increased costs to Mon Power and its customers, increased collateral or liquidity burdens, and distorted incentives for non-gas resources that were available but displaced or disadvantaged by PJM's advance-scheduling and commitment strategy.

**D. Rule 206(b)(6): State Whether the Issues Presented Are Pending in an Existing Commission Proceeding or a Proceeding in any Other Forum in Which the Complainant is a Party, and if So, Provide an Explanation Why Timely Resolution Cannot Be Achieved in that Forum**

The issues presented in this Complaint are not pending in an existing Commission proceeding or another forum in which Mon Power is a party, except to the extent PJM's broader advance-scheduling practices have been discussed in stakeholder or tariff-revision proceedings. Any such proceedings cannot provide complete relief for Mon Power's Winter Storm Fern settlement harm because Mon Power seeks retrospective relief for PJM's specific conduct during Winter Storm Fern.

**E. Rule 206(b)(7): State the Specific Relief or Remedy Requested, Including Any Request for Stay or Extension of Time, and the Basis for that Relief**

Mon Power requests that the Commission set this Complaint for hearing and require PJM to produce the data necessary to evaluate PJM's advance-scheduling and commitment decisions, Day-Ahead Market clearing, operator-initiated or out-of-market commitments, uplift payments, congestion impacts, and settlement consequences.

Mon Power also requests that, after discovery, the Commission determine whether PJM's Winter Storm Fern conduct violated the tariff or was unjust, unreasonable, unduly discriminatory, preferential, and inconsistent with cost-causation principles. Mon Power further requests retrospective relief, including refund, resettlement, uplift reallocation, congestion-cost reallocation, or another targeted revenue-neutral mechanism that remedies the harm to Mon Power's customers.

**F. Rule 206(b)(8): Include All Documents that Support the Facts in the Complaint in Possession of, or Otherwise Attainable by, the Complainant, Including, but Not Limited to, Contracts and Affidavits**

*See Section IX, infra.*

**G. Rule 206(b)(9): State (i) Whether the Enforcement Hotline, Dispute Resolution Service, Tariff-Based Dispute Resolution Mechanisms, or Other Informal Dispute Resolution Procedures Were Used, or Why These Procedures Were Not Used; (ii) Whether the Complainant Believes that Alternative Dispute Resolution (ADR) Under the Commission's Supervision Could Successfully Resolve the Complaint; (iii) What Types of ADR Procedures Could Be Used; and (iv) any Process that Has Been Agreed on for Resolving the Complaint**

Mon Power and PJM conferred before the filing of this Complaint but were unable to resolve the dispute. This dispute concerns tariff authority, market clearing, discrimination, cost causation, and the need for Commission-authorized retrospective relief, and those issues cannot be resolved through informal bilateral discussions alone. As such, Mon Power does not believe that ADR is likely to resolve this Complaint absent Commission-supervised discovery and access

to confidential PJM unit-level and market simulation data. Mon Power does not oppose Commission-supervised settlement procedures if the Commission determines they would be useful after initial data production.

**H. Rule 206(b)(10): Include a Form of Notice of the Complaint Suitable for Publication in the *Federal Register* in Accordance with the Specifications in § 385.203(d) of this Part. The Form of Notice Shall Be on Electronic Media as Specified by the Secretary.**

A form of notice suitable for publication in the Federal Register is attached to this Complaint. *See* Exhibit No. MPC-0022.

**I. Rule 206(b)(11): State the Need for Expedited Review Where Complainant Seeks Resolution Within a Shorter Time Frame**

Mon Power seeks expedited review and fast-track processing because PJM has already assessed the challenged charges against Mon Power, Mon Power's retail customers have suffered substantial financial harm and a prompt remedy is needed.

**J. Rule 206(c): Any Person Filing a Complaint Must Serve a Copy of the Complaint on the Respondent, Affected Regulatory Agencies and Others the Complainant Reasonably Knows May Be Expected to Be Affected by the Complaint**

A copy of this Complaint has been served on the following party via email:

Christopher O'Hara  
Jessica M. Lynch  
Mark J. Stanisz  
PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403  
christopher.ohara@pjm.com  
jessica.lynch@pjm.com  
mark.stanis@pjm.com  
FERCeService@pjm.com

## **VII. REQUEST FOR FAST-TRACK PROCESSING**

Mon Power requests fast-track processing under Rules 206(b)(11) and (h). Fast-track processing is warranted because PJM has already assessed the load and uplift charges on Mon Power, which has significant financial implications for Mon Power and its customers, including vastly increased collateral requirements. Prompt Commission action is further warranted because the information needed to evaluate PJM's conduct is confidential, unit-specific, and uniquely within PJM's possession. A hearing and discovery process would permit Mon Power to obtain the necessary unit-level, market simulation, and other confidential data under appropriate protections.

## **VIII. REQUEST FOR PRIVILEGED TREATMENT**

Mon Power requests privileged and confidential treatment under 18 C.F.R. § 388.112 for confidential market settlement data, financial information, offer information, commercially sensitive analyses, and any CEII or other protected operational information. Should this information become public, it could cause financial harm to Mon Power. Mon Power understands that the Commission will notify Mon Power in advance of any potential public disclosure of the non-public portions of this Complaint. As required by Section 388.112(b)(2)(i) of the Commission's regulations, Mon Power includes a proposed protective order, which is based on the Commission's model protective order and would govern the disclosure of privileged materials.

## **IX. LIST OF DOCUMENTS**

Mon Power submits the following categories of materials:

- a. IMM Winter Storm Gerri Presentation – February 20, 2024 (Exhibit No. MPC-0001)
- b. IMM 2025 Polar Vortex Presentation – April 9, 2025 (Exhibit No. MPC-0002)

- c. IMM Resource Scheduling Prior to the DAM Problem Statement – July 9, 2025 (Exhibit No. MPC-0003)
- d. IMM Revised Issue Charge: Resource Scheduling Prior to the Day Ahead Energy Market – October 9, 2025 (Exhibit No. MPC-0004)
- e. IMM Winter Storm Fern Presentation – April 8, 2026 (Exhibit No. MPC-0005)
- f. IMM Market Monitor Report – June 24, 2026 (Exhibit No. MPC-0006)
- g. PJM Transmittal Letter Concerning Proposed Updates to Utilize Only Cost-Based Offers For Resources that are Pre-Scheduled in Advance of the Day-ahead Energy Market – November 14, 2025 (Exhibit No. MPC-0007)
- h. PJM Section 202(c) Application – January 24, 2026 (Exhibit No. MPC-0008)
- i. Department of Energy Section 202(c) Order – January 25, 2026 (Exhibit No. MPC-0009)
- j. PJM January Cold Weather Operations Presentation – February 5, 2026 (Exhibit No. MPC-0010)
- k. PJM System Operations Report – February 5, 2026 (Exhibit No. MPC-0011)
- l. PJM Advance Scheduled Resources Presentation – April 8, 2026 (Exhibit No. MPC-0012)
- m. FERC/NERC Winter Storm Elliott Report – October 2023 (Exhibit No. MPC-0013)
- n. Ryan Dezember & Jennifer Hiller, *Natural-Gas Prices Soar as U.S. Braces for Arctic Blast*, WALL STREET JOURNAL – January 22, 2026 (Exhibit No. MPC-0014)
- o. Paul Ciampoli, *PJM, MISO, ERCOT, NYISO and SPP Detail Plans to Respond to Winter Storm Fern*, AM. PUB. POWER ASS’N – January 23, 2026 (Exhibit No. MPC-0015)

- p. Tim McLaughlin & Arathy Somasekhar, *Power Plant Outages Surge in Eastern US Amid Restricted Gas Supplies and Frigid Weather*, REUTERS – January 26, 2026 (Exhibit No. MPC-0016)
- q. Tim McLaughlin, *Biggest US Grid Paid Record \$1 Billion to Money-Losing Power Plants in Q1*, REUTERS – May 20, 2026 (Exhibit No. MPC-0017)
- r. Expert Affidavit (and exhibit) of David Hunger – Sept. 29, 2026 (Exhibit No. MPC-0018)
- s. Expert Affidavit (and exhibit) of Ricardo Austria – Sept. 28, 2026 (Exhibit No. MPC-0019)
- t. Form of Notice (Exhibit No. MPC-0020)
- u. Proposed Protective Order (Exhibit No. MPC-0021)

**X. CORRESPONDENCE AND COMMUNICATIONS**

All correspondence and communications regarding this Complaint should be addressed to:<sup>143</sup>

Evan K. Dean  
Managing Counsel  
**FirstEnergy Service Company**  
341 White Pond Drive, B-2  
Akron, OH 44320  
Telephone: 330-942-2519  
edean@firstenergycorp.com

Alan J. Rukin  
Senior Corporate Counsel  
**FirstEnergy Service Company**  
801 Pennsylvania Avenue, NW  
Washington, DC 20004  
Telephone: 330-813-4994  
alan.rukin@firstenergycorp.com

Sanford I. Weisburst  
Jeffrey C. Miller  
Matthew Meyer  
Madeleine Fleming  
**QUINN EMANUEL URQUHART & SULLIVAN, LLP**  
295 Fifth Avenue, Ninth Floor  
New York, New York 10016  
Telephone: 212-849-7000  
Facsimile: 212-849-7100  
sandyweisburst@quinnemanuel.com  
jeffreymiller@quinnemanuel.com  
matthewmeyer@quinnemanuel.com  
madeleinefleming@quinnemanuel.com

David Applebaum  
Louise Stephens  
Abby Kite  
**BAKER BOTTS LLP**  
910 Louisiana Street  
Houston, Texas 77002  
Telephone: 713-229-1234  
Facsimile: 713-229-1522  
david.applebaum@bakerbotts.com  
louise.stephens@bakerbotts.com  
abby.kite@bakerbotts.com

---

<sup>143</sup> To the extent necessary, Complainant respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure to permit all of the following representatives to be placed on the official service list for this proceeding.

## **XI. CONCLUSION AND PRAYER FOR RELIEF**

WHEREFORE, for the foregoing reasons, Mon Power respectfully requests that the Commission set this Complaint for hearing and settlement procedures and require PJM to produce documents and data necessary to evaluate PJM's Winter Storm Fern advance-scheduling and commitment decisions, Day-Ahead clearing, unit offers, uplift, congestion, LMP separation, and settlement consequences.

Mon Power also requests that the Commission find that PJM violated or misapplied the PJM Tariff and Operating Agreement, exceeded its limited advance-scheduling and commitment authority, discriminated against non-gas resources and Mon Power, failed to administer the Day-Ahead Market consistent with least-cost principles, and imposed unjust, unreasonable, unduly discriminatory, preferential, and non-cost-causative settlement consequences on Mon Power and its customers.

Mon Power further requests retrospective relief sufficient to remedy the resulting harm.

Mon Power also requests fast-track processing, confidential treatment where appropriate, and all other relief the Commission deems just and reasonable.

Dated: October 6, 2026

/s/ Evan K. Dean

Evan K. Dean  
Managing Counsel  
**FirstEnergy Service Company**  
341 White Pond Drive, B-2  
Akron, OH 44320  
Telephone: 330-942-2519  
edean@firstenergycorp.com

/s/ Alan J. Rukin

Alan J. Rukin  
Senior Corporate Counsel  
**FirstEnergy Service Company**  
801 Pennsylvania Avenue, NW  
Washington, DC 20004  
Telephone: 330-813-4994  
alan.rukin@firstenergycorp.com

Respectfully submitted,

/s/ Sanford I. Weisburst

Sanford I. Weisburst  
Jeffrey C. Miller  
Matthew Meyer  
Madeleine Fleming  
**QUINN EMANUEL URQUHART & SULLIVAN, LLP**  
295 Fifth Avenue, Ninth Floor  
New York, New York 10016  
Telephone: 212-849-7000  
Facsimile: 212-849-7100  
sandyweisburst@quinnemanuel.com  
jeffreymiller@quinnemanuel.com  
matthewmeyer@quinnemanuel.com  
madeleinefleming@quinnemanuel.com

/s/ David Applebaum

David Applebaum  
Louise Stephens  
Abby Kite  
**BAKER BOTTS LLP**  
910 Louisiana Street  
Houston, Texas 77002  
Telephone: 713-229-1234  
Facsimile: 713-229-1522  
david.applebaum@bakerbotts.com  
louise.stephens@bakerbotts.com  
abby.kite@bakerbotts.com

*Counsel for Complainant*

### **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the foregoing Complaint and Exhibits upon each person designated on the official service list compiled by the Secretary in this proceeding, or, to the extent no such list has yet been compiled, upon the persons identified in Section VI(J), *supra*, in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010.

Dated: October 6, 2026

/s/ Sanford I. Weisburst

Sanford I. Weisburst