

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

Monongahela Power Company,	)	
	)	
v.	)	Docket No. EL27-3-000
	)	
PJM Interconnection, L.L.C.	)	

**MOTION TO DISMISS AND ANSWER OF
PJM INTERCONNECTION, L.L.C.**

In accordance with Rules 212 and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission,¹ PJM Interconnection, L.L.C. (PJM) submits this answer in response to the Complaint Requesting Fast-Track Processing of Monongahela Power Company (Mon Power) filed on October 6, 2026. Mon Power’s Complaint is a fishing expedition without substance. The Complaint does not allege a Tariff violation, but merely the suspicion of one. Even though Mon Power has not identified a Tariff violation upon which any relief could be based, Mon Power still asserts entitlement to discovery to determine if there is any basis to believe that PJM violated its Tariff; if so, Mon Power then seeks retroactive relief for a locked-in, past period of market performance in and around Winter Storm Fern through an unspecified mechanism, which could include “refund, resettlement, uplift reallocation, congestion-cost reallocation, or another targeted revenue-neutral mechanism that remedies the harm to Mon Power’s customers.”²

That relief should be denied. It is well settled that the Commission cannot grant retroactive relief in the absence of a Tariff violation.³ Indeed, the Commission is not required to order a

¹ 18 C.F.R. §§ 385.212 & 213 (2026).

² Complaint at 56.

³ See *infra* note 75 (listing and quoting judicial precedent).

retroactive remedy even if it finds a Tariff violation.⁴ That is especially true in the case of market reruns,⁵ where the Commission has explained that “rerunning the markets undermines the markets themselves by creating uncertainty for market participants, and we generally eschew directing them to be rerun.”⁶

Retroactive relief cannot be granted here because Mon Power has provided no basis for concluding that PJM violated its Tariff. On the contrary, the Complaint repeatedly concedes its requests for discovery are necessary to determine *whether* PJM actually violated its Tariff.⁷ The Commission should dismiss the Complaint because PJM’s Tariff expressly prohibits Mon Power from challenging PJM’s resource-dispatch decisions before the Commission under Operating Agreement, Schedule 1, section 1.8.2. The Commission should also deny Mon Power’s Complaint because (1) PJM’s actions during Winter Storm Fern were entirely consistent with the Operating Agreement and Tariff, specifically Operating Agreement, Schedule 1 sections 1.10.1(d), 1.10.1A, and 1.7.11;⁸ (2) there is no factual basis to grant the Complaint because PJM’s actions were just and reasonable and not unduly discriminatory, and (3) it would disrupt market certainty if the

⁴ See *infra* note 76 (listing and quoting judicial precedent).

⁵ Mon Power acknowledges that rerunning the market is a disfavored remedy and does not explicitly request that remedy, yet it does not specify the “variety of mechanisms that do not involve a market re-run” by which the Commission could provide its proposed financial relief. Complaint at 53.

⁶ *PJM Interconnection, L.L.C.*, 161 FERC ¶ 61,252, at P 55 (2017), *on remand from NRG Power Mktg., L.L.C. v. FERC*, 862 F.3d 108 (D.C. Cir. 2017).

⁷ See, e.g., Complaint at 2 (“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.”); *id.* at 22 (“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.”).

⁸ Each of these provisions are reproduced in the corresponding sections of Attachment K – Appendix of the Tariff.

Commission allowed vertically-integrated utilities, or any other Market Participant, to initiate discovery simply because they are dissatisfied with the bills they receive in the wake of a system-wide emergency. Moreover, the most obvious and significant congestion driver for the Locational Marginal Price (LMP) disparities faced by Mon Power during Winter Storm Fern was transmission outages on Mon Power's system. Several critical Mon Power transmission facilities linking Mon Power's generation and load were on unrecalable planned outages during Winter Storm Fern. Finally, there is no basis to grant Mon Power's request for fast-track processing.

BACKGROUND

A. Operating Agreement, Schedule 1 Section 1.10.1(d)

Operating Agreement Schedule 1, section 1.10.1(d) sets forth PJM's authority to advance schedule generation resources, particularly in the expectation of emergency conditions. As relevant, that provision states:

If the Office of the Interconnection's forecast for the next seven days projects a likelihood of Emergency conditions, the Office of the Interconnection 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.⁹

PJM first added this language to its Tariff as part of its compliance with Order No. 888, though undiscussed in either PJM's filing or the Commission's order accepting PJM's compliance filing.

Operating Agreement Schedule 1, section 1.10.1A(f), further clarifies that a Market Seller with less than a 24-hour start-up time "may submit a non-binding forecast of the price at which it expects to offer a generation resource increment to the Office of the Interconnection over the next seven days."¹⁰ By contrast, a Market Seller "shall submit a binding offer for energy, along with

⁹ Operating Agreement, Sched. 1 § 1.10.1(d).

¹⁰ *Id.* § 1.10.1A(f)(i).

Start-up Costs and No-load Costs, if any, for the next seven days or part thereof, for any generation resource with minimum notification or start-up requirement greater than 24 hours.”¹¹ Under either scenario, “resources committed by the Office of the Interconnection will not receive Operating Reserve Credits nor otherwise be made whole for its hours of operation for the duration of any portion of such commitment that exceeds the maximum start-up and notification times for such resources during Hot Weather Alerts and Cold Weather Alerts, consistent with Operating Agreement, Schedule 1, section 3.2.3 and Operating Agreement, Schedule 1, section 6.6.”¹² As such, PJM was well within its rights and obligations under the Tariff to perform the advance scheduling conducted prior to and during Winter Storm Fern.

B. Order No. 844

In 2018, the Commission issued Order No. 844 to revise its regulations to improve transparency practices for RTOs and ISOs.¹³ The Commission specifically required that each RTO/ISO establish in its tariff three requirements related to uplift and operator-initiated commitment reporting and one requirement related to transmission constraint penalty factors:

First, each RTO/ISO must post a monthly Zonal Uplift Report of all uplift, paid in dollars, and categorized by transmission zone, day, and uplift category. Second, each RTO/ISO must post a monthly Resource-Specific Uplift Report containing the resource name and total amount of uplift paid in dollars, aggregated across the month, to each resource that received uplift payments. Third, each RTO/ISO must post a monthly Operator-Initiated Commitment Report listing the commitment size, transmission zone, commitment reason, and commitment start time of each operator-initiated commitment. Further, each RTO/ISO must follow the transmission constraint penalty factor requirements to include, in its tariff, its transmission constraint penalty factor values; the circumstances, if any, under which the transmission constraint penalty factors can set locational marginal prices

¹¹ *Id.* § 1.10.1A(f)(ii).

¹² *Id.* § 1.10.1A(f).

¹³ *Uplift Cost Allocation and Transparency in Markets Operated by Regional Transmission Organizations and Independent System Operators*, Order No. 844, 163 FERC ¶ 61,041, Summary (2018).

...; and the procedures, if any, for temporarily changing the transmission constraint penalty factor values.¹⁴

In compliance with Order No. 844, PJM proposed, and the Commission accepted, a number of Tariff revisions to enhance PJM's uplift reporting, including: (1) posting monthly reports with the total uplift payments and charges for each Zone or PJM Region, as applicable, broken out by day and existing uplift categories (e.g., day-ahead operating reserves, balancing operating reserves (including lost opportunity costs), reactive services, synchronous condensing, and black start services) within 20 calendar days from the end of each month;¹⁵ (2) reporting the applicable resource name or identification number and the amount of uplift paid to each resource that received uplift payments within 90 days of the end of the applicable month;¹⁶ and (3) posting all operator-initiated commitments executed after the day-ahead market for any reason other than minimizing total production costs of serving load, within 30 days from the end of each month.¹⁷ And, although not required by Order No. 844, PJM proposed further enhancements to report resources' uplift payments by category¹⁸ and to report charges to load for uplift payments in its monthly Zonal Uplift Report.¹⁹ Per the Commission, "compared to Order No. 844's Resource-Specific Uplift Report requirement, which does not require uplift reporting by category, PJM's proposal to report resource-specific uplift information by category will provide more granular geographic information regarding the specific types of uplift costs market participants incur. With more

¹⁴ *PJM Interconnection, L.L.C.*, 166 FERC ¶ 61,210, at P 3 (2019) (Order No. 844 Compliance Order) (summarizing Order No. 844's requirements and PJM's compliance with those directives).

¹⁵ *Id.* P 12.

¹⁶ *Id.* P 19.

¹⁷ *Id.* P 33.

¹⁸ *Id.* P 19.

¹⁹ *Id.* P 13

granular information in the Resource-Specific Uplift Report, market participants can evaluate and act on solutions to reduce uplift and call attention to these solutions on an expedited basis.”²⁰

C. 2025 Transmittal Letter

In 2025, PJM submitted proposed revisions to its Operating Agreement and Tariff to update its existing energy market rules so that PJM would only commit resources scheduled in advance of the Day-ahead Market using their cost-based offers.²¹ That proposal was meant to eliminate the potential for Market Sellers of advance scheduled resources to increase their market-based offer to a level that did not accurately reflect the costs associated with operating that resource when evaluated in the clearing of the energy markets.²² As part of the 2025 Transmittal Letter, PJM explained that:

Prior 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. That practice changed in recent years in response to lessons learned from Winter Storm Elliott when certain gas-fired resources were not able to procure natural gas after receiving commitments in the Day ahead Energy Market or Real-time Energy Market due, in part, to the timing of gas nomination cycles and relatively illiquid gas market leading into and over long holiday weekends. To prudently operate the grid and prospectively mitigate against the risk of fuel procurement issues, PJM now pre-schedules resources in advance of the Day-ahead Energy Market more frequently when Emergency conditions may be anticipated. Specifically, PJM may pre-schedule resources up to seven days in advance of the Day-ahead Energy Market when PJM’s forecast “projects a likelihood of Emergency conditions.”²³

²⁰ *Id.* P 27.

²¹ Proposed Updates to Utilize Only Cost-Based Offers for Resources that are Pre-Scheduled in Advance of the Day-ahead Energy Market, Docket No. ER26-527 at 1 (Nov. 14, 2025) (2025 Transmittal Letter).

²² *Id.* at 1-2.

²³ *Id.* at 5-6 (quoting Operating Agreement, Sched. 1 § 1.10.1(d)).

However, the primary purpose of the 2025 Transmittal Letter was to “address potential gaming by Market Sellers of Advanced Scheduled Resources.”²⁴

Mon Power makes a stray footnote in the 2025 Transmittal Letter (Footnote 10) the linchpin of its Complaint. In that footnote PJM explained its historical approach of manually committing advance scheduled resources in the Day-ahead Market. In full, Footnote 10 states:

Historically, PJM manually committed Advanced Scheduled Resources in the Day-ahead Energy Market for resources pre-scheduled to manage forecasted transmission constraints. Consistent with current practices, resources scheduled prior to the Day-ahead Market for specific transmission constraints will be included in the Day-ahead Market clearing. However, Advanced Scheduled Resources that are pre-scheduled to mitigate operational risk during cold and hot weather events, along with gas holidays, are not automatically committed in the Day-ahead Energy Market. This is because the large quantity of such resources means manual commitment in the Day-ahead Energy Market could significantly depress Locational Marginal Prices, producing clearing prices that are not reflective of economic dispatch. *Thus, Advanced Scheduled Resources are subject to an economic evaluation in the Day-ahead Energy Market clearing process and will only receive a Day-ahead Energy Market commitment if they are part of the least cost solution for clearing the Day-ahead Energy Market.*²⁵

Mon Power’s Complaint builds its entire case around the final sentence emphasized above. PJM explains below in Section II.A why that is grossly mistaken.

D. Winter Storm Fern

From January 23 to January 26, 2026, the PJM Region experienced significant cold temperatures, snow, sleet, and ice as a result of Winter Storm Fern.²⁶ In the days preceding and following that storm, the PJM Region experienced temperatures at or below 10°F.²⁷ As PJM had

²⁴ *Id.* at 2.

²⁵ *Id.* at 5 n.10 (emphasis added).

²⁶ See IMM, *Winter Storm Fern* at 2 (Apr. 8, 2026) (Winter Storm Fern Report), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2026/20260408/20260408-item-09---winter-storm-fern-analysis---imm.pdf>.

²⁷ *Id.*

done in prior emergencies, it implemented advanced scheduling to address supply uncertainty due to potential interruptions to gas supply chains and because temperatures were expected to decrease to below certain generators' cold weather operating limits.²⁸

At that time, load was expected to exceed the all-time winter peak of 147 GW and to exceed 140 GWh for several days.²⁹ Like PJM, the Department of Energy and surrounding markets similarly anticipated significant load increases as well as resource adequacy and deliverability concerns.³⁰ While load did not exceed the 147 GW forecast, two days—January 29 and January 30, 2026—entered PJM's top ten winter peaks for Hourly Integrated Load.³¹ The load forecast ultimately proved to be too high because the still-frigid weather was less frigid than anticipated and because a number of consumers reacted to the storm by staying at home rather than going to work.³² Regardless, the 10-day period had an average load 5.6% higher than any other 10-day period in PJM's history (125,573 MWh compared to the previous June 22 to July 1, 2025 record of 118,961) and 6.1% higher than any other 10-day winter period (118,370 MWh from December 30, 2017 to January 8, 2018).³³ During this period, PJM's Day-ahead LMPs averaged \$362/MWh.³⁴ Coal generation also saw a 73.7% increase in output over the 2025 annual average, while natural gas saw a 33.1% increase.³⁵ “In contrast to the experience with Winter Storm Elliott

²⁸ *Id.* at 3.

²⁹ *Id.* at 4.

³⁰ *See infra* Background § E.

³¹ PJM, *Cold Weather Operations* at 17 (Feb. 5, 2026) (Cold Weather Operations Report), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/oc/2026/20260205/20260205-item-03---cold-weather-update.pdf>.

³² *See* Winter Storm Fern Report at 4.

³³ *Id.*

³⁴ *Id.* at 5.

³⁵ *Id.* at 8.

in 2022, PJM started planning for Winter Storm Fern a week before it was expected, using advanced natural gas unit commitments to ensure generators could run through the first weekend (January 24-25, 2026) of the storm.”³⁶

Regarding load forecasting errors, the majority of electric entities explained that uncertainties regarding reduced demand resulting from school and business closures (in anticipation of the adverse weather) contributed to load forecast errors during the Winter 2026 Arctic Cold Period.³⁷ ERCOT, ISO-NE, MISO, NYISO, PJM, and SPP specifically stated that school and business closures and other behavioral responses to the Winter 2026 Arctic Cold Period tended to lead to over-forecasting of load.³⁸ In PJM, school and business closures reduced demand by 2,000 to 3,000 MW, which was between 1.4% to 2.2% of the 139,410 MW of peak demand in PJM during the Winter 2026 Arctic Cold Period.³⁹ Weather forecasting errors also significantly contributed to load forecasting discrepancies.⁴⁰ However, the Commission observed that PJM’s net forecast error was mitigated by its load model error and weather error moving in opposite directions, as compared to ERCOT, ISO-NE, and NYISO, all of whom saw amplified total load forecasting errors.⁴¹

³⁶ FERC, *Winter 2026 Arctic Events: A System Performance Review* at 12 (Mar. 2026) (Winter 2026 Arctic Events), https://www.ferc.gov/sites/default/files/2026-09/26_Winter%20Assessment_0910_0.pdf.

³⁷ *Id.* at 16.

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *See id.* at 15, Fig. 5.

⁴¹ *See id.* at 15 (“ERCOT, ISO-NE, and NYISO all demonstrated load-model errors and weather errors that moved in the same direction, amplifying the total load forecast error for the electric entities. In contrast, in PJM the load model error and the weather error moved in opposite directions, somewhat mitigating the net forecast error. When net forecast errors are amplified, the weather and load forecast errors compound misses on fuel procurement, generator unit commitments, and reserve positioning targets.”).

E. PJM and Other RTOs/ISOs Followed the Department of Energy’s Lead in Treating the Storm as a Serious Emergency

PJM was not alone in treating Winter Storm Fern with appropriate seriousness. During Winter Storm Fern and the other winter weather events occurring at that time, the Secretary of Energy determined that a statutory emergency existed and issued emergency orders that: (1) directed electric entities to dispatch certain units only as needed to maintain reliability, which allowed generators to exceed Federal, State, or Local environmental limitations; and (2) authorized electric entities to direct backup generation resources at data centers and other large load industrial and commercial customer sites to operate as a last resort.⁴² The Secretary of Energy also directed the continued operation of certain generators slated for retirement. Specifically, the Secretary of Energy issued a total of fifteen FPA section 202(c) emergency orders and five extension orders, including to PJM, over the course of the Winter 2026 Arctic Cold Period.⁴³ In PJM, the Department of Energy’s orders resulted in 39 units with a total of 5,704 MW of capacity providing 271,150 MWh of energy that otherwise would have been precluded from operating.⁴⁴ The Department of Energy also held conference calls with reliability coordinators, balancing authorities, and others prior to the winter storms.⁴⁵

Like PJM, other RTOs/ISOs took urgent action to strengthen their systems. ERCOT, MISO, PJM, SPP, TVA, and VACAR South all brought in additional operators and staff engineers to ensure their control centers were adequately staffed during the prolonged arctic cold period.⁴⁶

⁴² *Id.* at 22 (citing U.S. Dep’t of Energy, 2026 DOE 202(c) Orders, <https://www.energy.gov/ceser/2026-doe-202c-orders>).

⁴³ *Id.*

⁴⁴ *Id.* at 23.

⁴⁵ *Id.* at 24.

⁴⁶ *Id.* at 6.

Additionally, ERCOT, MISO, PJM, SPP, and TVA secured nearby lodging for their staff to reduce commute times and the risk of traveling on icy or snowy roads.⁴⁷ ERCOT deployed a fuel assurance program to obtain sufficient fuel to maintain reliability.⁴⁸ SPP employed a multi-day commitment process that allowed generators to receive notice sufficiently in advance to procure fuel for natural gas-fired units.⁴⁹

MOTION TO DISMISS

I. OPERATING AGREEMENT, SCHEDULE 1, SECTION 1.8.2 AND COMMISSION PRECEDENT PRECLUDE MON POWER'S REQUESTED RETROACTIVE RELIEF

The Commission should dismiss the Complaint because its request for retroactive relief is precluded by PJM's Tariff. Operating Agreement Schedule 1, section 1.8.2, provides that disputes concerning PJM's dispatch decisions should be made directly to PJM, not to the Commission. Section 1.8.2(a) specifically states that "Market Participants *shall* comply with all determinations of the Office of the Interconnection on the selection, scheduling or dispatch of resources in the PJM Interchange Energy Market, or to meet the operational requirements of the PJM Region."⁵⁰ Further, "[c]omplaints arising from or relating to such determinations shall be brought to the attention of [PJM]."⁵¹ Section 1.8.2(d) provides that PJM's Market Participants shall not be entitled to any "actual, compensatory, consequential or punitive damages, opportunity costs, or other form of reimbursement from [PJM] or any other Market Participant for any loss, liability or

⁴⁷ *Id.*

⁴⁸ *Id.* at 17.

⁴⁹ *Id.* at 12.

⁵⁰ Operating Agreement, Sched. 1 § 1.8.2(a) (emphasis added).

⁵¹ *Id.* Mon Power did in fact bring their objections to PJM's attention, filing a billing dispute on March 23, 2026. PJM has been responsive to data requests from Mon Power, but Mon Power has not been satisfied with the data provided. PJM provided Mon Power the last set of data on July 21, 2026. Mon Power filed this Complaint more than two months later on October 6, 2026.

claim, including any claim for lost profits, incurred as a result of a mistake, error or other fault by [PJM] in the selection, scheduling or dispatch of resources.”⁵² These provisions preclude Mon Power’s claim for retroactive relief because Mon Power is specifically seeking “refunds, resettlement, reallocation, or other remedial relief” in the form of \$145 million.⁵³ Of course, that money cannot come from PJM—a non-profit organization funded by its members. Therefore, Mon Power’s alleged injury cannot be redressed unless the Commission requires some “other Market Participant”⁵⁴ to make such a payment, whether by ordering a retroactive refund from generators other than Mon Power or imposing a retroactive rate increase on other non-Mon Power loads. In short, there is no way to grant Mon Power’s requested relief without retroactively imposing financial harm on others.

The Commission’s decision in *PPL EnergyPlus* confirms PJM’s reading of the Operating Agreement. There, the Commission rejected a generator’s complaint that its unit should have been called sooner by PJM’s operators during a reliability emergency related to the overload of a single transmission line.⁵⁵ The generator argued that its unit should have been dispatched before PJM called a Maximum Emergency Generation Event and started to purchase emergency power and not afterwards, which the complaining generator argued was a violation of the Operating Agreement.⁵⁶ The Commission dismissed the generator’s claim stating: “PJM and the signatories to the Operating Agreement, including PPL, have agreed that disputes concerning these matters

⁵² *Id.* § 1.8.2(d).

⁵³ Complaint at 1, 17, 57.

⁵⁴ Operating Agreement, Sched. 1 § 1.8.2(d).

⁵⁵ *PPL EnergyPlus, LLC v. PJM Interconnection, L.L.C.*, 117 FERC ¶ 61,338, at PP 2, 33 (2006).

⁵⁶ *Id.* PP 3-4.

not lead to the retroactive unraveling of PJM’s market dispatch decisions leading to re-creation of hypothetical prices based on potentially different dispatch decisions.”⁵⁷

The strength of the law on this subject is made even more clear when considering the Commission decision leading up to the landmark D.C. Circuit decision in *ODEC*. There, the Commission found that it lacks “any power to disregard on equitable grounds either the filed rate doctrine or the rule against retroactive ratemaking, *no matter how compelling the equities might be*.”⁵⁸ Old Dominion purchased natural gas at inflated prices (\$1,200 per MWh) that it could not recoup because the Tariff prohibited Old Dominion from submitting bids for its electricity in the Day-ahead Market that exceeded \$1,000 MW per hour.⁵⁹ Thus, Old Dominion had to temporarily sell energy capacity at a loss. Despite the injury to Old Dominion, both the Commission and the D.C. Circuit concluded that the Tariff provided no remedy.⁶⁰ To the contrary, “the filed Tariff categorically precluded its compensation for losses caused by the rate cap.”⁶¹ The D.C. Circuit later affirmed, reinforcing its conclusion in unambiguous terms that the Commission has “no discretion to waive the operation of a filed rate or to retroactively change or adjust a rate *for good cause or for any other equitable considerations*.”⁶² Similarly, here, Operating Agreement, Schedule 1 section 1.8.2(d) categorically precludes Mon Power’s requested relief.⁶³

⁵⁷ *Id.* P 33.

⁵⁸ *Old Dominion Elec. Coop.*, 154 FERC ¶ 61,155, at P 9 (2016), *aff’d sub nom. Old Dominion Elec. Coop. v. FERC*, 892 F.3d 1223, 1223 (D.C. Cir. 2018) (*ODEC*).

⁵⁹ *ODEC* at 1228.

⁶⁰ *Id.* at 1231.

⁶¹ *Id.*

⁶² *Id.* at 1230.

⁶³ Moreover, PJM itself has no authority to impose a retroactive correction at this time. Operating Agreement, Schedule 1, section 1.10.8(e), provides that:

PJM's longstanding rationale for including this provision in the Operating Agreement, as explained by the Commission, underscores why it should be applicable here:

As PJM correctly notes in its answer, the parties' claim limitation agreement recognizes the day-to-day stress of system operations and the need, on PJM's part, to exercise judgment in making dispatch decisions, particularly in emergencies. Because such dispatch decisions are made in real-time, such decisions cannot be reversed and trying to recreate monetary damages for potential errors would be difficult and inappropriate.⁶⁴

Mon Power's desire to insert itself into PJM's reliability decisions as an RTO also cannot be reconciled with Order No. 2000.⁶⁵ A Commission-prescribed "minimum characteristic" of any RTO is that it must "have exclusive authority for maintaining the short-term reliability of the grid that it operates" including "the right to order the redispatch of any generator connected to the

If the Office of the Interconnection discovers a *potential* error in prices and/or cleared quantities in the Day-ahead Energy Market or Day-ahead Ancillary Services Markets, or the Real-time Energy Market or Real-time Ancillary Services Markets after it has posted the results for these markets on its Web site, the Office of the Interconnection shall notify Market Participants as soon as possible after it is found, but in no event later than 12:00 p.m. of the second Business Day following the Operating Day for the Real-time Energy Market and Real-time Ancillary Services Markets, and no later than 5:00 p.m. of the second Business Day following the initial publication of the results for the Day-ahead Energy Market and Day-ahead Ancillary Services Markets. After this initial notification, if the Office of the Interconnection determines it is necessary to post modified results, it shall provide notification of its intent to do so, *along with a description detailing the cause and scope of the error*, by no later than 5:00 p.m. of the fifth Business Day following the Operating Day for the Real-time Energy Market and Real-time Ancillary Services Markets, and no later than 5:00 p.m. of the fifth Business Day following the initial publication of the results in the Day-ahead Energy Market and Day-ahead Ancillary Services Markets.

It is now impossible for PJM to meet the relevant market notice and correction deadlines, which were exceeded months ago, and well after which Mon Power brought its concerns to PJM's attention.

⁶⁴ *PPL EnergyPlus*, 117 FERC ¶ 61,338, at P 33.

⁶⁵ *Regional Transmission Organizations*, Order No. 2000, 89 FERC ¶ 61,285 (1999), *order on reh'g*, Order No. 2000-A, 90 FERC ¶ 61,201 (2000), *aff'd sub nom. Pub. Util. Dist. No. 1 of Snohomish Cnty. v. FERC*, 272 F.3d 607 (D.C. Cir. 2001).

transmission facilities it operates if necessary for the reliable operation of the transmission system.”⁶⁶ This redispatch authority for reliability was clearly intended to encompass—in fact, was focused on—emergency situations:

We clarify that we intend the authority for generator redispatch to be used by the RTO to prevent or manage emergency situations, such as abnormal system conditions that require automatic or immediate manual action to prevent or limit equipment damage or the loss of facilities or supply that could adversely affect the reliability of the electric system, or to restore the system to a normal operating state.⁶⁷

Further, the Commission found that PJM satisfies the redispatch authority requirement, stating “PJM has the right to order the redispatch of any generator connected to the transmission facilities it operates if necessary for the reliable operation of the transmission system.”⁶⁸

The Complaint cannot overcome these precedents. Mon Power has been clear that it is not seeking any prospective Tariff provisions that might prevent its alleged injury from future reoccurrence.⁶⁹ Mon Power seeks “correction of settlement consequences” allegedly resulting from PJM’s broad discretion during emergency conditions.⁷⁰ As demonstrated above, the Tariff

⁶⁶ 18 C.F.R. §§ 35.34(j)(4), 35.34(j)(4)(ii). Similarly, Order No. 888’s “ISO Principles” required that PJM have the “primary responsibility in ensuring short-term reliability.” *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, 31,731 (1996) (“An ISO should have the primary responsibility in ensuring short-term reliability of grid operations”), *order on reh’g*, Order No. 888-A, FERC Stats. & Regs. ¶ 31,048 (1997), *order on reh’g*, Order No. 888-B, 81 FERC ¶ 61,248 (1997), *order on reh’g*, Order No. 888-C, 82 FERC ¶ 61,046 (1998), *aff’d in relevant part sub nom. Transmission Access Pol’y Study Grp. v. FERC*, 225 F.3d 667 (D.C. Cir. 2000).

⁶⁷ Order No. 2000 at *129.

⁶⁸ *PJM Interconnection, L.L.C.*, 96 FERC ¶ 61,061, at 61,233 (2001).

⁶⁹ See Complaint at 53 (“Mon Power does not seek revision of the PJM tariff in this proceeding.”).

⁷⁰ *Id.*

precludes that relief, as does relevant precedent, and neither PJM nor other Market Participants can be required to compensate Mon Power. The Commission should dismiss the Complaint.

ANSWER

I. MON POWER CONCEDES IT CANNOT PROVE PJM VIOLATED ITS TARIFF BASED ON THE INFORMATION AVAILABLE TO IT TODAY

PJM has had advance scheduling authority since the acceptance of its initial OATT in 1997, and Mon Power concedes that the Tariff “expressly gives PJM authority to advance schedule generation resources.”⁷¹ Advance scheduling practices are governed by Operating Agreement Sections 1.10.1(d) and 1.10.1A(f), as described above.⁷² Mon Power complains that “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,” but Mon Power never identifies how PJM violated Operating Agreement Schedule 1 section 1.10.1(d).⁷³ Indeed, Mon Power’s supposed need for discovery is based on the fact that it is not sure that any Tariff violation has occurred. Regardless, Mon Power attempts to shift the burden of proof to PJM, arguing that “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.”⁷⁴ Essentially, Mon Power is asserting that PJM must prove that its actions were necessary before Mon Power has provided any evidence that they were not. That is not the standard.

⁷¹ Complaint at 10.

⁷² *See supra* Background § A at 3-4.

⁷³ Complaint at 54.

⁷⁴ *Id.* at 45.

This case is simple. Mon Power cannot obtain any relief unless it identifies a clear Tariff violation by PJM, which it concedes it cannot do at this time. It is well settled law that the Commission cannot grant retroactive relief in the absence of a Tariff violation.⁷⁵ Even if Mon Power could identify a Tariff violation, the Commission is not required to order a retroactive remedy.⁷⁶ It would be particularly harmful to begin second guessing RTO/ISO emergency decision-making during major storm events, when operators and engineers must be focused on avoiding load shedding events without the distraction of potential future litigation. PJM's advance scheduling procedures are fully compliant with, and even exceed, the requirements of Order No. 844's advance scheduling requirements.⁷⁷ As required by Order No. 844, PJM reports the amount of uplift paid to each resource that received uplift payments within 90 days of the end of the

⁷⁵ See, e.g., *Okla. Gas & Elec. Co. v. FERC*, 11 F.4th 821, 824-25 (D.C. Cir. 2021) ("Once a tariff is filed, the Commission has no statutory authority to provide equitable exceptions or retroactive modifications to the tariff."); *ODEC*, 892 F.3d at 1230 ("The filed rate doctrine and the rule against retroactive ratemaking leave the Commission no discretion to waive the operation of a filed rate or to retroactively change or adjust a rate *for good cause or for any other equitable considerations.*") (citing *Columbia Gas Transmission Corp. v. FERC*, 895 F.2d 791, 794-97 (D.C. Cir. 1990) (emphasis added)).

⁷⁶ See, e.g., *Consol. Edison Co. of N.Y., Inc. v. FERC*, 510 F.3d 333, 339 (D.C. Cir. 2007) (quoting *Conn. Valley Elec. Co. v. FERC*, 208 F.3d 1037, 1044 (D.C. Cir. 2000) ("[The Commission] ordinarily has remedial discretion, even in the face of an undoubted statutory violation, unless the statute itself mandates a particular remedy."); *Towns of Concord v. FERC*, 955 F.2d 67, 73-76 (D.C. Cir. 1992)).

⁷⁷ See Order No. 844 Compliance Order at P 27 ("[C]ompared to Order No. 844's Resource-Specific Uplift Report requirement, which does not require uplift reporting by category, PJM's proposal to report resource-specific uplift information by category will provide more granular geographic information regarding the specific types of uplift costs market participants incur. With more granular information in the Resource-Specific Uplift Report, market participants can evaluate and act on solutions to reduce uplift and call attention to these solutions on an expedited basis.").

applicable month.⁷⁸ And, even though not required by Order No. 844, PJM reports uplift payments by category.⁷⁹ Importantly, Mon Power has disavowed any attempt to change PJM’s Tariff.⁸⁰

Mon Power reads the broad language of Operating Agreement Schedule 1, section 1.10.1(d), which gives substantial discretion to PJM to determine what is “necessary in order to alleviate or mitigate an Emergency” and somehow concludes that the Commission intended a “narrow” and “limited” grant of authority.⁸¹ That position flatly contradicts standard rules of construction.⁸² The courts have clearly explained that delegations to act as “necessary” present broad grants of discretion.⁸³ The fact that the Commission did not require PJM to shackle its own discretion in the ways that Mon Power imagines⁸⁴ is evidence of the *breadth* of PJM’s discretion under section 1.10.1(d), not its supposed narrowness. Additionally, PJM places the details of how it will exercise its discretion under section 1.10.1(d) in its Manuals. PJM may adjust those

⁷⁸ *Id.* at P 18.

⁷⁹ *Id.*

⁸⁰ *See* Complaint at 53.

⁸¹ *See id.* at 43, 44.

⁸² *See, e.g., Loper Bright Enters. v. Raimondo*, 603 U.S. 369, 395 (2024) (citing, *inter alia*, *Michigan v. EPA*, 576 U.S. 743, 752 (2015) (“Congress instructed EPA to add power plants to the program if (but only if) the Agency finds regulation ‘appropriate and necessary.’ One does not need to open up a dictionary in order to realize the capaciousness of this phrase. In particular, ‘appropriate’ is ‘the classic broad and all-encompassing term that naturally and traditionally includes consideration of all the relevant factors.’”)).

⁸³ *See Fla. E. Coast Ry. LLC v. Fed. R.R. Admin.*, 186 F.4th 822, 836 & n.10 (11th Cir. 2026) (“A broad consensus of our sister circuits has recognized ‘as necessary’ or ‘necessary’ as affording discretion.”) (collecting cases).

⁸⁴ *See* Complaint. at 43-44. Among other things, Mon Power cites the fact that the Commission did not specify how PJM must select resources by fuel type or location, how PJM must account for cheaper available non-gas generation, or how advanced scheduling must interact with Day-Ahead Market least-cost clearing.

implementation details as necessary to address changing circumstances.⁸⁵ Mon Power's complaints regarding PJM adjusting its approach following Winter Storm Elliott⁸⁶ does nothing to demonstrate a violation of PJM's Tariff.

Further, Mon Power's attempted burden shifting is merely a distraction. Mon Power's need for discovery to determine whether PJM satisfied the requirements of the Tariff is a concession that Mon Power cannot meet its burden, so Mon Power attempts to place the onus on PJM to demonstrate compliance. That is a futile strategy because PJM has substantial discretion under its Tariff, and maximum discretion under Good Utility Practice, to exercise its dispatch judgment during an emergency.⁸⁷

⁸⁵ See, e.g., *Midcontinent Indep. Sys. Operator, Inc.*, 170 FERC ¶ 61,075, at P 38 (2020) (approving revisions under the rule of reason and stating that "requiring MISO to include this information in the Tariff could curb needed operational flexibility"); *Sw. Power Pool, Inc.*, 136 FERC ¶ 61,050, at P 37 (2011) (discussing benefits of allowing "flexibility" when applying rule of reason).

⁸⁶ See Complaint at 11-12.

⁸⁷ See, e.g., *Midcontinent Indep. Sys. Operator, Inc.*, 164 FERC ¶ 61,129, at P 37 (2018) ("We find that it is appropriate for MISO to have discretion to respond to operational circumstances related to reliability concerns."); *Big Sandy Peaker Plant, LLC*, 154 FERC ¶ 61,216, at P 50 (2016) ("The Commission has recognized that it may be appropriate to provide operational and reliability-related discretion to independent system operators, and to not second-guess their decisions [to deselect a generator]."); *Cal. Indep. Sys. Operator Corp.*, 139 FERC ¶ 61,207, at PP 48-50 (2012) (finding good cause for *post hoc* waiver of CAISO tariff restrictions inconsistent with actions taken during an emergency where (1) "[t]he Commission believes that CAISO, in this emergency situation, took the actions it believed were necessary in order to ensure the reliability of the grid" and that (2) "CAISO set prices it thought necessary to encourage generation to be available to prevent the blackout from spreading further and to restore power in the SDG&E area as quickly as possible."); *N. Nat. Gas Co.*, 103 FERC ¶ 61,083, at P 14 (2003) ("The Commission gives pipelines much discretion regarding when and how they respond to system emergencies."); *Equitrans, Inc.*, 65 FERC ¶ 61,132, at P 4 (1993) ("[W]e have traditionally allowed pipelines considerable discretion in managing operational emergencies that threaten the integrity of the system."); *Re Consol. Gas Supply Corp.*, 2 P.U.R.4th 202 (1973) ("We find that there was an emergency, and that what management did under the circumstances was reasonable."); *Mun. Light Bds. v. Bos. Edison Co.*, 53 F.P.C. 1545, 1565 (1975) ("Since emergencies usually allow no time for consultation or debate the judgment must be made by the electric utility involved. The judgment, however, must be one which a reasonable man acting in good faith might have made

II. THE COMPLAINT LACKS MERIT

A. Mon Power Misplaces its Reliance on Footnote 10 of PJM's 2025 Transmittal Letter

The flimsiness of Mon Power's Complaint is best exemplified by its dependence on a footnote in an unrelated transmittal letter as the basis for its argument that PJM is obligated to operate its Day-ahead Market on a least-cost basis during an emergency.⁸⁸ The 2025 Transmittal Letter is only significant because Mon Power chooses to focus on Footnote 10 as the linchpin of its Complaint. Because Mon Power is grasping for a way to assert that PJM has violated Section 1.10.1(d)—a provision that gives PJM substantial discretion—it has to rely on a contorted reading of Footnote 10 to manufacture a PJM statement that it can construe as contradictory, inaccurate, or otherwise problematic. Mon Power does not discuss or challenge the substance of the 2025 Transmittal Letter, only using it out-of-context to retroactively engineer a new meaning. Mon Power's exegesis of Footnote 10 is unpersuasive.

Footnote 10 closes with the statement that “Advanced Scheduled Resources are subject to an economic evaluation in the Day-ahead Energy Market clearing process and will only receive a Day-ahead Energy Market commitment if they are part of the least cost solution for clearing the Day-ahead Energy Market.”⁸⁹ Mon Power construes that statement as meaning that PJM cannot advance schedule resources unless they are also committed in the Day-ahead Energy Market because they are part of the least cost solution to serve the day-ahead demand. That reading is incorrect and contradicts statements by PJM in the very filing Mon Power relies on.

under the circumstances then known and within the time which appeared to be available for action.”), *aff'd sub nom. Towns of Norwood v. F.P.C.*, 546 F.2d 1036 (D.C. Cir. 1976).

⁸⁸ See, e.g., Complaint at 9, 11, 12, 30.

⁸⁹ 2025 Transmittal Letter at 5 n.10.

The 2025 Transmittal Letter has nothing to do with this dispute except due to Mon Power's cherry-picking of Footnote 10. That filing's focus was limited to making sure that market sellers of advance scheduled resources could not game PJM's system by "submit[ting] a low forecasted price that PJM dispatchers use in pre-scheduling a resource in advance of the Day-ahead Energy Market" and then later increasing "the price associated with those resources that are not reflective of the operating costs when actual offers are submitted to PJM for purposes of clearing the Day-ahead Energy Market."⁹⁰

Further, Mon Power specifically admits that PJM also represented in the 2025 Transmittal Letter that if advance scheduled resources do not receive an economic commitment after having been evaluated, PJM will instead manually commit those resources and pay them uplift.⁹¹ Mon Power disagrees with that practice, stating that PJM's manual commitments "can result in higher-cost units running instead of lower-cost units and therefore must be carefully evaluated."⁹² The reality is that resources scheduled in advance for reliability purposes can, and did in this case, result in advance scheduled resources being manually committed in real-time when not economically committed in the Day-ahead Energy Market, *in addition* to those that were committed as part of the Day-ahead Energy Market. Mon Power does not reconcile in its assertion that PJM could both operate those resources committed on a least-cost basis as part of the Day-ahead Energy Market and also manually commit higher-cost units when there is a reliability need, as Winter Storm Fern presented.

⁹⁰ *Id.* at 7.

⁹¹ *See id.*

⁹² *Id.*

Moreover, Mon Power is simply wrong about PJM's dispatch decisions concerning the Mon Power coal-fired plants at issue here. PJM did not avoid scheduling cheaper, non-gas Mon Power resources in order to schedule more expensive gas-fired generation. The Mon Power units were running, they were just dispatched down due to congestion, and the validity of those dispatch instructions was borne out by the very low LMPs at those generators' locations.

B. PJM's Advance Scheduling Practices Do Not Provide Undue Preference to Natural Gas Resources

Mon Power next contends that PJM has violated its non-discrimination obligations under Operating Agreement, Schedule 1, section 1.7.11 and Tariff, Attachment K-Appendix, section 1.7.11 "by favoring gas resources over non-gas resources and shifting the resulting costs to Mon Power."⁹³ That argument reveals that Mon Power does not understand the information contained in its own exhibits that refutes any discrimination by PJM. Further, even if PJM showed preference to natural gas resources during Winter Storm Fern, which PJM did not, Mon Power has failed to demonstrate that this preference was "undue."

The IMM's Winter Storm Fern report, attached to the Complaint as Exhibit MPC-0005, refutes any claim that PJM discriminated against coal resources during Winter Storm Fern. That report shows that coal resources saw a change in output of 12,267 average MWh during Winter Storm Fern, a **73.7% increase** in output from the 2025 average.⁹⁴ In comparison, natural gas saw only a 13,935 average MWh increase, or a 33.1% increase from the 2025 average.⁹⁵ That is a substantial increase in coal usage during Winter Storm Fern considering that coal represented only

⁹³ Complaint at 54.

⁹⁴ Winter Storm Fern Report at 8.

⁹⁵ *Id.*

16,647 average MWh in 2025, while natural gas resources accounted for 42,149 average MWh.⁹⁶ The gap between natural gas and coal average MWh during Winter Storm Fern was only 1,668 MWh, a tiny gap when you consider that natural gas represented 44.5% of the total market share in 2025 compared to coal's 14.5% share.⁹⁷ In fact, natural gas's market share during Winter Storm Fern saw a **1.4% decrease** from its 2025 share as other resources, like coal, were dispatched by PJM. Mon Power's statement that PJM ignored coal resources and instead chose to "flood[] the market with more expensive gas generation via advance scheduling"⁹⁸ is a gross exaggeration.

Daily figures further demonstrate that coal's share of generation increased significantly during Winter Storm Fern, while natural gas's share saw only a minor increase. For example, from January 1 to 17, 2026, coal usage averaged 17.8% percent of total market share in PJM (454,401 MWh), while natural gas usage averaged 40.2% of market share (1,021,755 MWh) during the same period.⁹⁹ In contrast, from January 18 to February 3, which includes the leadup to, and aftermath of, Winter Storm Fern, coal usage increased to 22% of market share (661,146 MWh) whereas natural gas only increased from 40.2% to 40.8% (1,225,324 MWh) of market share. From January 23 to 27, coal made up 22.38% of market share, while natural gas only made up 39.48% of market share. These figures eliminate any basis for claiming that PJM made dispatch decisions during the Winter Storm Fern event that were unduly discriminatory to coal-fired resources.

But even if the Commission is unconvinced by the data demonstrating PJM's greatly-increased reliance on coal during Winter Storm Fern, Mon Power has not even attempted to show

⁹⁶ *Id.*

⁹⁷ *Id.*

⁹⁸ Complaint at 34.

⁹⁹ See Attach. A, S&P Global, *Megawatt Daily Market Fundamentals Data* at PJM Generation (October 13, 2026) (providing data covering daily resource usage in PJM).

that PJM’s treatment of natural gas resources amounted to *undue* preference for those resources. The FPA only prohibits “undue preference or advantage” and treating “similarly situated” entities differently when “there is no reason for the difference in treatment.”¹⁰⁰ Mon Power has the burden to demonstrate that PJM discriminated against coal resources, but it has not even shown that coal resources were similarly situated to natural gas resources, which it must if it is going to prove *undue* discrimination. Mon Power has not accomplished that feat, nor could it.

It is perfectly rational for PJM to advance schedule natural gas resources at a higher rate than coal-fired resources. Natural gas is overwhelmingly the dominant and necessary form of generation in PJM, representing 44.5% of the 2025 average MWh, followed by nuclear at 32.2% and coal at 14.5%.¹⁰¹ Conversely, natural gas resources present especially acute fuel security challenges, and the most damaging resource adequacy failures have occurred when natural gas supply has been disrupted, as several cold weather events have demonstrated.¹⁰² For example, the Commission noted that during Winter Storm Elliott, “[n]atural gas-fired generating units experienced the overwhelming majority of Fuel Issues: 71,423 MW of natural gas-fired generating unit outages and derates were 83% of all Fuel Issue-caused generation outages and derates during the Event.”¹⁰³ The Commission also found that natural gas fuel supply issues caused 87% of the

¹⁰⁰ *Mo. River Energy Servs. v. FERC*, 918 F.3d 954, 958 (D.C. Cir. 2019) (quoting *Transmission Access Policy Grp. v. FERC*, 225 F.3d 667, 721 (D.C. Cir. 2000)).

¹⁰¹ Winter Storm Fern Report at 8 (documenting comparative market share of different types of resources during Winter Storm Fern and 2025); *see supra* note 99.

¹⁰² *See* FERC, *Inquiry into Bulk-Power System Operations During December 2022 Winter Storm Elliott* at 107 (Oct. 2023), <https://www.ferc.gov/media/winter-storm-elliott-report-inquiry-bulk-power-system-operations-during-december-2022> (Winter Storm Elliott Report); FERC, *The February 2021 Cold Weather Outages in Texas and the South Central United States* at 16 (Nov. 2021), <https://www.ferc.gov/media/february-2021-cold-weather-outages-texas-and-south-central-united-states-ferc-nerc-and> (2021 Winter Storm Report).

¹⁰³ Winter Storm Elliott Report at 107.

31.4% of outages and derates due to fuel issues and 27.3% of all outages, derates, and failures to start during Winter Storm Uri.¹⁰⁴ In fact, in light of these challenges the Commission has praised PJM for its handling of natural gas resources during Winter Storm Fern, stating, “[i]n contrast to the experience with Winter Storm Elliott in 2022, PJM started planning for Winter Storm Fern a week before it was expected, using advanced natural gas unit commitments to ensure generators could run through the first weekend (January 24-25, 2026) of the storm.”¹⁰⁵

In contrast, coal-fired resources do not face the same fuel-security issues and do not require equivalent treatment. As the Energy Information Administration explained in July 2025,

We estimate power plants in the United States had 124 million short tons of coal on-site at the end of June for them to consume that coal at a rate of about 1.3 million short tons per day, meaning they had about 93 days’ worth of fuel on-site. This metric, also called days of burn, is calculated by dividing coal inventories held at power plants by a seasonal consumption rate. We forecast days of burn will range between about 90 and 120 days between now through the end of 2026, or about a month’s worth of coal more than power plants had on-site between 2019 and 2022.¹⁰⁶

Coal-fired units simply do not face the same fuel security challenges, and PJM is justified in applying different treatment to different resources with their own unique operational challenges.

¹⁰⁴ 2021 Winter Storm Report at 16.

¹⁰⁵ Winter 2026 Arctic Events Report at 12.

¹⁰⁶ EIA, *Coal-fired power plants are well-stocked this year* (July 23, 2025), <https://www.eia.gov/todayinenergy/detail.php?id=65787>; see Aspen Environmental Group, *An Update to Implications of Greater Reliance on Natural Gas for Electricity Generation (2010)* at 8 (June 2012), https://www.energy.gov/sites/prod/files/2015/04/f21/AttachB_Aspen_GasStorage_2012.pdf (“One of the ways that utilities help assure reliable provision of electricity is via access to reliable fuel supply, and they typically store many months’ worth of coal, on-site, in a pile plainly visible inside the utility plant fence line in a pile that stores supply. The pile, often representing 60 to 90 days’ worth of coal supply, is large enough to absorb interruptions in coal deliveries.”).

Mon Power complains that “PJM appears not to have adequately reassessed, reduced, or unwound its advance commitments” of natural gas units.¹⁰⁷ There are serious problems with that claim. First, Mon Power’s argument undercuts the entire reason for advance scheduled resources. PJM must honor resources that are scheduled prior to the Day-ahead Energy Market in order to be able to continue using that important reliability tool for managing emergency conditions. Otherwise, resource owners may not take action to secure necessary fuel in advance of the relevant Operating Day. Second, Winter Storm Fern was part of an unusually long period of extreme weather lasting 12 days. PJM could not have released gas-fired resources that were scheduled in advance of the Day-ahead Energy Market during particular hours when actual load fell below the load forecast because doing so would make their production unreliable in subsequent periods when those units were expected to be needed again. Load oscillated significantly within and across the 12 days the event lasted, and the errors in the load forecast were not uniformly too high; rather, the load was under-forecasted on January 25, during the middle of the event, and under-forecasted again near the conclusion of the winter storm event on January 31.¹⁰⁸ In short, PJM cannot simply toggle advance scheduled resources on and off during short periods of respite in extreme weather events without taking unreasonable reliability risks, no matter what fuel the advance scheduled resources may rely upon.

¹⁰⁷ Complaint at 22.

¹⁰⁸ *Id.* at 23 (reproducing, in part, Exhibit MPC-0010 at 10, which reproduce the load forecast error graphic PJM prepared in its January Cold Weather Operations Report).

C. The Most Significant Factor Driving LMP Differences Within Mon Power's Region Was Transmission Outages on Mon Power's Own Transmission System

Mon Power concedes that preexisting outages at Mon Power substations in the APS zone contributed to its alleged injury but downplays the effects of those outages.¹⁰⁹ Per Mon Power's own witnesses, those outages were "real and important," "created the physical conditions across which LMP separation could occur,"¹¹⁰ and, when combined with storm-related unplanned outages, "materially reduced transfer capability across the corridor."¹¹¹ Despite those outages, Mr. Hunger sees a correlation between the timing of PJM's advance scheduling and the start of congestion on Mon Power's system and tepidly concludes that "[t]his timing supports the inference that preexisting transmission conditions set the stage for LMP separation, but do not fully explain the timing, severity, and persistence of the observed result."¹¹² Mon Power now seeks extensive discovery rights based on this weak and speculative assertion that something other than Mon Power's own transmission outages contributed to LMP separation. Mon Power is wrong on the facts.

There were two significant planned outages at the Bedington and Black Oak substations. These outages substantially impacted the congestion on Mon Power's system and therefore also

¹⁰⁹ Complaint at 36 & n.106 ("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 suggests the advance scheduling and commitments caused the pricing divergence, not the outages alone.").

¹¹⁰ Hunger Testimony at P 36.

¹¹¹ Austria Testimony at P 16.

¹¹² Hunger Testimony at P 35.

the LMP disparities between the generation and load nodes on Mon Power's system. Both unrecalable outages were planned, analyzed and approved consistent with established rules resulting in the identification of controllable congestion but no unreliable operations.

The Bedington outage was a significant planned unrecalable outage focused on the replacement of two 500kv/138kv transformers. Mon Power requested the maintenance outages for that work in two separate notices submitted in August of 2024 and PJM approved the outages on December 2, 2025 with duration from December 4, 2025, to April 4, 2026. Both outages were marked "Congestion Expected."¹¹³ A separate outage listing was submitted in September 2025 to track both projects together until such time as the transformer replacements and related work needed to bring those new transformers on line was complete, extending the duration until June 17, 2026.¹¹⁴ This ticket was also classified as "Congestion Expected."¹¹⁵

The Black Oak outage was another significant and long-planned outage. In January 2023, Mon Power originally requested an outage to perform maintenance on a Static Var Compensator (SVC) from September 3, 2025 through February 5, 2026.¹¹⁶ In January 2024, Mon Power later increased the scope of its planned maintenance to include the replacement of several circuit breakers and other associated tasks with a duration from September 2, 2025, through February 5,

¹¹³ See eDART Ticket 1200280 (Bedington Transformer 1); eDART Ticket 1200281 (Bedington Transformer 3). The specific contents of the eDART tickets are confidential. PJM is not attaching the eDART tickets for that reason and also because Mon Power already has this information. Nor is the confidential information about the specific nature of Mon Power's transmission maintenance issues necessary to support the fact that these significant transmission outages were occurring during the Winter Storm Fern event and that they exacerbated congestion on Mon Power's system.

¹¹⁴ See eDART Ticket 1268986.

¹¹⁵ *Id.*

¹¹⁶ See eDART Ticket 1079324.

2026.¹¹⁷ This expanded maintenance outage was marked “Congestion Expected.”¹¹⁸ This outage could not be recalled. On February 3, 2026, shortly after the Winter Storm Fern event concluded, a new outage was requested and approved through June 29, 2026, to replace a breaker with the work scheduled to begin in April 2026.¹¹⁹

In short, the Bedington and Black Oak outages were long expected by PJM and Mon Power to aggravate congestion in and around Mon Power’s transmission system and it was not feasible to recall either transmission outage for the duration of Winter Storm Fern. The threat of potential extreme weather events is always present when utilities are conducting necessary and long-planned transmission outages with a significant duration.¹²⁰

D. PJM’s Load Forecasting Was Consistent with Available Information at the Time

Mon Power next argues that “PJM’s load forecast was materially overstated”¹²¹ and that “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.”¹²² Of course, it is easy to make such statements with the benefit of hindsight. But Mon Power’s Monday-morning quarterbacking ignores that the information PJM reasonably and

¹¹⁷ See eDART Ticket 1157670.

¹¹⁸ *Id.*

¹¹⁹ See eDART Ticket 1299063.

¹²⁰ As noted above, the Complaint also describes a “partial outage” for the Pruntytown substation. See *supra* note 109. Mon Power requested a partial outage to reduce flow on January 16, 2026. See eDART Ticket 1294638. PJM denied that unplanned outage due to reliability impacts on January 21, 2026. See eDART Ticket 1295431. The needed maintenance was subsequently performed after Winter Storm Fern ended.

¹²¹ Complaint at 49.

¹²² *Id.* at 50.

responsibly relied upon was consistent with that of other RTOs/ISOs and the Department of Energy.

First, the Good Utility Practice standard does not overturn mistaken decisions based on erroneous information,¹²³ and past decisions are evaluated only “in light of the facts known at the time the decision was made.”¹²⁴ It is inappropriate to second guess past decisions with the advantage of perfect hindsight.¹²⁵

Moreover, if PJM “materially erred in projecting load by failing to account for school, business, and government closures,” as Mon Power claims,¹²⁶ then PJM was in good company. “The majority of electric entities explained that uncertainties regarding reduced demand resulting from school and business closures (in anticipation of the adverse weather) contributed to load forecast errors during the Winter 2026 Arctic Cold Period.”¹²⁷ Per the Commission, “ERCOT,

¹²³ See *Midwest Indep. Transmission Sys. Operator, Inc.*, 143 FERC ¶ 61,050, at P 44 (2013) (finding that “an error [in certain calculations required by the tariff] does not, by itself, demonstrate a violation of Good Utility Practice”).

¹²⁴ Tariff § 1 (Definitions -G – H) (defining Good utility Practice); see, e.g., *Salt Creek Solar, LLC*, 180 FERC ¶ 61,116, at P 68 (2022) (“The Tariff’s definition of Good Utility Practice affords SPP discretion to exercise reasonable judgment in light of the facts known at the time it makes a business decision.”).

¹²⁵ See, e.g., *Pac. Gas & Elec. Co.*, 173 FERC ¶ 61,045, at P 179 (2020) (citation omitted) (“Even if a decision turns out to be incorrect in hindsight, the Commission’s task is to review the prudence of a utility’s actions and the costs resulting from the particular circumstances existing either at the time the costs were incurred or when the utility became committed to incur those expenses.”); *J. William Foley Inc. v. United Illuminating Co.*, 142 FERC ¶ 61,125, at P 19 (2013) (quoting *New Eng. Power Co.*, 31 FERC ¶ 61,047, at 61,084 (1985)), *aff’d sub nom. Violet v. FERC*, 800 F.2d 280 (1st Cir. 1986)) (“Foley fails to provide any evidence bearing upon the prudence (or imprudence) of any specific costs . . . , such as whether they were ‘costs which a reasonable utility management . . . would have made, in good faith, under the same circumstances, and at the relevant point in time.’ . . . Foley must do more than, in hindsight, second-guess utility management decisions based on the resulting costs.”).

¹²⁶ Complaint at 5; see, e.g., *id.* at 23, 34-35.

¹²⁷ Winter 2026 Arctic Events at 16.

ISO-NE, MISO, NYISO, PJM, and SPP stated that school and business closures and other behavioral responses to the Winter 2026 Arctic Cold Period tended to lead to over-forecasting of load.”¹²⁸ There was no asymmetric access to information—the Commission, Department of Energy, and the RTOs/ISOs were relying on the same information and drawing similar conclusions. That information drove the Department of Energy to issue a total of fifteen emergency orders under FPA section 202(c) and five extension orders during the Winter 2026 Arctic Cold Period.¹²⁹ The Department of Energy also issued the first-ever emergency section 202(c) orders for backup generation at data centers and other large industrial and customer sites.¹³⁰

Importantly, the Commission actually praised PJM’s and other RTOs’/ISOs’ handling of the Winter 2026 Arctic Cold Period. As the Commission explained, “[e]lectric entities have embraced the lessons learned from behavioral changes to improve their load forecasting for arctic cold periods. PJM applied lessons learned from its experience with the January 2025 arctic events.”¹³¹ The Commission also noted that “PJM is exploring working with vendors that could provide school closure data to improve load forecasting.”¹³² PJM’s load forecasting error was also mitigated due to the load model error and the weather forecasting error moving in opposite directions.¹³³

Mon Power’s complaints about load forecasting errors mask its own failed performance during Winter Storm Fern. As the Commission explained,

¹²⁸ *Id.*

¹²⁹ *See id.* at 22.

¹³⁰ *Id.* at 23.

¹³¹ *Id.* at 16.

¹³² *Id.*

¹³³ *Id.* at 15.

the magnitude of a load forecast error does not by itself indicate its operational or reliability significance. Day-ahead load forecasts have a less direct reliability impact because, at that stage, the principal decision being made is which resources to commit for the next operating day. Operators retain opportunities between day-ahead and real time to revise load expectations and adjust those commitments as additional information becomes available. Overall, whether in the day-ahead or real-time time frame, the consequences of a load forecast error depend on the timeframe and magnitude of the error, the decision informed by the load forecast, and the availability and ability of operators to respond, including adjusting resource commitments or maintaining reserves to manage load forecast uncertainty.

Further, Mon Power is perfectly capable of conducting its own load forecasting and is not required to rely on PJM's load forecast. In all events, PJM must honor its advance scheduling actions during emergency events or else it risks facing the same problems experienced during Winter Storm Elliott where natural gas resources were prevented from performing due to disruptions in the gas supply or the extremity of the weather.

Winter Storm Fern presented a "perfect storm." To the extent the load forecasting errors were larger than typical, that is because Winter Storm Fern was itself atypical. In a "perfect storm" scenario, all parties involved in operating the grid can do so according to Good Utility Practice and using best efforts, yet results may still be suboptimal. For that reason, "[t]he Commission has recognized that it may be appropriate to provide operational and reliability-related discretion to independent system operators, and to not second-guess their decisions in that regard."¹³⁴ The confluence of events during Winter Storm Fern presented a great stress on the system and created results that could not be controlled despite efforts at the Commission, the Department of Energy, and PJM. However, if Mon Power believes it has prospective Tariff improvements that would prevent the difficulties of Winter Storm Fern from happening again in the future, or that would help PJM improve its advance scheduling or load forecasting procedures, it should propose a

¹³⁴ *Big Sandy Peaker Plant*, 154 FERC ¶ 61,216 at P 50.

package through the ongoing stakeholder process specifically related to advance scheduled resources.¹³⁵

III. THE COMMISSION CANNOT GRANT DISCOVERY WITHOUT INCREASING MARKET UNCERTAINTY DURING AN ONGOING RESOURCE ADEQUACY CRISIS AS WELL AS ADMINISTRATIVE DEMANDS ON THE COMMISSION AND PJM

A. The Commission Should Not Grant Discovery Simply Because a Utility Disagrees with its Bill

Mon Power's Complaint boils down to a belief that Mon Power should be entitled to discovery, no matter how little evidence it can muster to support its claims, when it is unhappy with the unusually high bill it received in the wake of a system-wide emergency. There is no limiting principle to Mon Power's request, and the Commission should not incentivize the inevitable fishing expeditions that will arise if it grants Mon Power's Complaint.

Simply put, the Commission cannot safeguard the reliability of the grid if RTO/ISO actions during emergencies are constantly being second-guessed under Good Utility Practice. The Good Utility Practice standard is highly deferential on its face: it does not require utilities to choose the best or most agreeable options, especially in the face of uncertain conditions. PJM always strives to make the best decisions, and constantly seeks to improve by evaluating them after the fact, but when forecasts turn out to be wrong, PJM cannot be held to an impossible standard of how PJM could have acted in hindsight.¹³⁶ Commission precedent also confirms that system operators are

¹³⁵ See Market Implementation Committee Agenda, Item 3, Resource Scheduling Prior to the Day-Ahead Energy Market-Phase 2 (Oct. 7, 2026), <https://www.pjm.com/-/media/DotCom/committees-groups/committees/mic/2026/20261007/20261007-agenda.pdf>

¹³⁶ See *Tenaska Clear Creek Wind, LLC v. Sw. Power Pool, Inc.*, 182 FERC ¶ 61,084, at P 41 (2023) ("[E]ven if Tenaska is correct that a less expensive alternative existed, Good Utility Practice affords SPP discretion in selecting among alternatives, and SPP was not obligated to adopt it under the terms of its Tariff."); *Metzenbaum v. Columbia Gas Transmission Corp.*, 4 FERC ¶ 61,277 (1978) (agreeing "that courts in passing upon discretionary action should endeavor to put

accorded especially broad flexibility under the Good Utility Practice standard when making decisions in emergency conditions.¹³⁷ The reason for that flexibility is clear: RTO/ISO operators and engineers need the freedom to address emergencies in the best way available to them at that time without worrying that their decisions will result in litigation.

B. It is Not Just and Reasonable to Force Third Parties to Disgorge Money to Subsidize Mon Power’s Allegation of Unique Harm

Mon Power seeks “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.”¹³⁸ If it were possible to grant that relief to Mon Power’s consumers, it would have to come at the expense of other ratepayers in PJM’s region because PJM

themselves in the position of the actors in the transaction, and not be ready to find that the course actually pursued was blameworthy because the results were unfortunate”).

¹³⁷ See, e.g., *Midcontinent Indep. Sys. Operator, Inc.*, 164 FERC ¶ 61,129, at P 37 (2018) (“We find that it is appropriate for MISO to have discretion to respond to operational circumstances related to reliability concerns.”); *Big Sandy Peaker Plant, LLC*, 154 FERC ¶ 61,216, at P 50 (2016) (“The Commission has recognized that it may be appropriate to provide operational and reliability-related discretion to independent system operators, and to not second-guess their decisions [to deselect a generator].”); *Cal. Indep. Sys. Operator Corp.*, 139 FERC ¶ 61,207, at PP 48-50 (2012) (finding good cause for *post hoc* waiver of CAISO tariff restrictions inconsistent with actions taken during an emergency where (1) “[t]he Commission believes that CAISO, in this emergency situation, took the actions it believed were necessary in order to ensure the reliability of the grid” and that (2) “CAISO set prices it thought necessary to encourage generation to be available to prevent the blackout from spreading further and to restore power in the SDG&E area as quickly as possible.”); *N. Nat. Gas Co.*, 103 FERC ¶ 61,083, at P 14 (2003) (“The Commission gives pipelines much discretion regarding when and how they respond to system emergencies.”); *Equitrans, Inc.*, 65 FERC ¶ 61,132, at P 4 (1993) (“[W]e have traditionally allowed pipelines considerable discretion in managing operational emergencies that threaten the integrity of the system.”); *Re Consol. Gas Supply Corp.*, 2 P.U.R.4th 202 (1973) (“We find that there was an emergency, and that what management did under the circumstances was reasonable.”); *Mun. Light Bds. v. Bos. Edison Co.*, 53 F.P.C. 1545, 1565 (1975) (“Since emergencies usually allow no time for consultation or debate the judgment must be made by the electric utility involved. The judgment, however, must be one which a reasonable man acting in good faith might have made under the circumstances then known and within the time which appeared to be available for action.”), *aff’d sub nom. Towns of Norwood v. FPC*, 546 F.2d 1036 (D.C. Cir. 1976).

¹³⁸ Complaint at 56.

is a non-profit organization without funds of its own. But that relief cannot be provided because, as discussed above, Operating Agreement Schedule 1, section 1.8.2(d) precludes direct relief from PJM “*and any other Market Participant.*”¹³⁹ Even if that were not the case, Mon Power still must explain why its desire to reduce its consumers’ bills is more urgent than the desire of other consumers in PJM’s region to retain the money that Mon Power seeks to take from them. The fact that Mon Power’s ratepayers may have paid more while their generators earned less does not mean that PJM or anybody else engaged in unlawful conduct. It certainly does not mean that other ratepayers should be forced to subsidize Mon Power’s losses when Mon Power has not alleged that those ratepayers have themselves done anything wrong.¹⁴⁰

IV. MON POWER HAS NOT DEMONSTRATED ANY NEED FOR FAST-TRACK PROCESSING

Mon Power requests fast-track processing of its Complaint under Rules 206(b)(11) and (h),¹⁴¹ but fails to provide any basis for granting that request. Mon Power needed to explain “why the standard processes will not be adequate for expeditiously resolving the complaint”¹⁴² to the point of convincing the Commission that the Complaint “requires expeditious resolution.”¹⁴³ That standard is completely unmet.

First, “Mon Power seeks expedited review and fast-track processing because PJM has already assessed the challenged charges against Mon Power[and] Mon Power’s retail customers

¹³⁹ Operating Agreement, Sched. 1 § 1.8.2(d) (emphasis added).

¹⁴⁰ *Old Dominion*, 154 FERC ¶ 61,155 at P 17 (finding that “customers had not been provided any notice that these costs for past sales could be recovered” and concluding that “ODEC’s waiver request is barred by the filed rate doctrine and the rule against retroactive ratemaking”).

¹⁴¹ See Complaint at 58 (citing 18 C.F.R. §§ 385.206(b)(11), (h)).

¹⁴² 18 C.F.R. § 385.206(b)(11).

¹⁴³ *Id.* § 385.206(h)(1).

have suffered substantial financial harm.”¹⁴⁴ Every single request for financial relief ever filed with the Commission has pointed to alleged injuries as the basis for relief. That is no surprise. However, it *is* surprising that Mon Power does not attempt to explain why the vague financial injury allegedly faced by its consumers is any different from the many other alleged injuries that do not receive fast-track processing.¹⁴⁵

Mon Power’s other bases for its request are even weaker. Mon Power claims, without further explanation, that it faces “vastly increased collateral requirements.”¹⁴⁶ Mon Power does not develop that point beyond that one stray statement. Even so, there is nothing remarkable about a change in a utility’s collateral requirements. Mon Power’s collateral requirements are an objective metric placed upon Market Participants unable to satisfy PJM’s minimum capitalization requirements.¹⁴⁷ Over time, those collateral requirements decrease “by an amount of the current risk plus any future risk to any PJM Markets and PJM membership in general.”¹⁴⁸ In any event, the Complaint draws no connection between its undeveloped point about increased collateral requirements and the need for fast-track processing. That claim is then followed by a *non sequitur*—Mon Power’s statement that “[p]rompt Commission action is further warranted because the information needed to evaluate PJM’s conduct is confidential, unit-specific, and uniquely within PJM’s possession.”¹⁴⁹ That attempted justification again fails to connect PJM’s possession

¹⁴⁴ Complaint at 57.

¹⁴⁵ Mon Power diminishes the severity of its alleged injuries one page later when it states that the assessed charges only have “significant financial *implications* for Mon Power and its customers.” *Id.* at 58 (emphasis added).

¹⁴⁶ *Id.*

¹⁴⁷ See Tariff, Attach. Q.III.D.2; *id.* Attach. Q.VI.C (setting forth the formula for calculating the applicable credit requirement).

¹⁴⁸ *Id.* Attach. Q.III.D.2.

¹⁴⁹ Complaint at 58.

of confidential information with the need for expedited consideration. Mon Power’s last statement that “[a] hearing and discovery process would permit Mon Power to obtain the necessary unit-level, market simulation, and other confidential data” is again irrelevant to fast-track processing.¹⁵⁰

These are Mon Power’s only bases for requesting fast-track processing and they are clearly inadequate. Mon Power expects PJM and the Commission to read between the lines of its Complaint rather than explain, as it must, “why the standard processes will not be adequate for expeditiously resolving the complaint.”¹⁵¹

Mon Power’s request also makes no practical sense. Mon Power is seeking “retrospective relief”¹⁵² for bills that have already been paid and for activities that have already occurred; it is not facing an injury that could be avoided by expedited Commission action. The supposed need for urgency is undermined by the fact that Winter Storm Fern occurred in January, yet Mon Power waited to bring its Complaint until October. Mon Power cannot force urgency now after dragging its feet for most of the year.

Mon Power’s demand for urgency is also contradicted by its insistence that it is entitled to discovery and a hearing for violations that it has conceded it does not know exist.¹⁵³ How long that discovery period would last is an open question, but it is certain to drag out resolution of the Complaint at a time when Mon Power is stressing the need for urgency.

Finally, as the Commission well knows, PJM is subject to multiple Commission-directed compliance and governance proceedings in addition to the matters that arise in the normal course

¹⁵⁰ *Id.*

¹⁵¹ 18 C.F.R. § 385.206(b)(11).

¹⁵² Complaint at 56.

¹⁵³ *See id.* at 53 n.142 (“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.”).

of business. Those proceedings will produce revisions to PJM's tariff designed to prospectively address serious, imminent challenges facing the PJM region. In contrast, the Complaint only seeks retroactive relief for alleged actions that have already occurred and that do not present a going concern. The Commission should allow PJM to focus its attention on those compliance and governance proceedings and deny Mon Power's request for fast-track processing.

V. STATEMENTS PURSUANT TO 18 C.F.R. § 385.213(C)(2)

A. Admissions and Denials

Pursuant to 18 C.F.R. § 385.213(C)(2)(i), PJM affirms that any allegation in the Complaint that is not specifically and expressly admitted above is denied.¹⁵⁴

B. Affirmative Defenses

Pursuant to 18 C.F.R. § 385.213(C)(2)(ii), PJM's affirmative defenses are in this Answer.

VI. COMMUNICATIONS

PJM requests that the Commission place the following individuals on the official service list for this proceeding:¹⁵⁵

¹⁵⁴ 18 C.F.R. § 385.213(c)(2)(1).

¹⁵⁵ To the extent necessary, PJM requests a waiver of Commission Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3) to permit more than two persons to be listed in the official service list for this proceeding.

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VII. CONCLUSION

For the reasons set forth in this answer, the Commission should dismiss the Complaint and provide no relief.

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October 26, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have on this day caused to be served a copy of the foregoing answer upon all parties on the service list in these proceedings in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010 (2023).

/s/ *Blake Grow*

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October 26, 2026

ATTACHMENT A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	PJM, Source: PJM Regional Transmission Organization																					
2	Generation (MWh)												Generation share (%)									
3	Date	Coal	Natural Gas	Nuclear P	Hydro	Wind	Residual (Renewabl	Solar	Other	Total Generation			Date	Coal Share	Gas Share	Nuclear S	Hydro Sha	Wind Shar	Residual (Renewabl	Solar Shar	Other Share	
4	2/3/2026	646818	1226135	805407	28944	33331	19874	13781	46427	29832	2850549		2/3/2026	22.7	43	28.3	1	1.2	0.7	0.5	1.6	1
5	2/2/2026	702941	1317562	803904	37319	73015	50263	13221	59606	40350	3098181		2/2/2026	22.7	42.5	25.9	1.2	2.4	1.6	0.4	1.9	1.3
6	2/1/2026	655708	1280828	806656	26050	92040	81785	12820	74795	35619	3066301		2/1/2026	21.4	41.8	26.3	0.8	3	2.7	0.4	2.4	1.2
7	1/31/2026	661703	1358182	807505	30272	96310	85806	13120	40222	55714	3148834		1/31/2026	21	43.1	25.6	1	3.1	2.7	0.4	1.3	1.8
8	1/30/2026	705484	1378741	807301	31207	58677	97892	11950	61269	36630	3189151		1/30/2026	22.1	43.2	25.3	1	1.8	3.1	0.4	1.9	1.1
9	1/29/2026	732852	1374556	807573	41253	48111	62547	11840	67414	44725	3190871		1/29/2026	23	43.1	25.3	1.3	1.5	2	0.4	2.1	1.4
10	1/28/2026	727706	1298829	807792	36636	102086	57667	12423	65923	42381	3151443		1/28/2026	23.1	41.2	25.6	1.2	3.2	1.8	0.4	2.1	1.3
11	1/27/2026	688748	1288437	807843	38451	129453	95650	13799	61333	48392	3172106		1/27/2026	21.7	40.6	25.5	1.2	4.1	3	0.4	1.9	1.5
12	1/26/2026	673531	1202260	808165	28781	137332	78807	14598	39926	72312	3055712		1/26/2026	22	39.3	26.4	0.9	4.5	2.6	0.5	1.3	2.4
13	1/25/2026	672187	1176806	808443	23715	135844	111999	13966	10594	50307	3003861		1/25/2026	22.4	39.2	26.9	0.8	4.5	3.7	0.5	0.4	1.7
14	1/23/2026	669044	1110213	809491	21351	154292	15581	15196	49420	18361	2862949		1/23/2026	23.4	38.8	28.3	0.7	5.4	0.5	0.5	1.7	0.6
15	1/22/2026	545229	994052	807878	29913	187291	5114	14825	56820	16725	2657847		1/22/2026	20.5	37.4	30.4	1.1	7	0.2	0.6	2.1	0.6
16	1/21/2026	629383	1148637	793601	47864	172842	26052	14599	45778	34399	2913155		1/21/2026	21.6	39.4	27.2	1.6	5.9	0.9	0.5	1.6	1.2
17	1/20/2026	680978	1260788	782808	61461	101467	26520	13784	75589	36849	3040244		1/20/2026	22.4	41.5	25.7	2	3.3	0.9	0.5	2.5	1.2
18	1/19/2026	619599	1132737	782162	47426	179023	8503	14377	61962	32634	2878423		1/19/2026	21.5	39.4	27.2	1.6	6.2	0.3	0.5	2.2	1.1
19	1/18/2026	566435	1056434	786643	32585	109164	6080	14555	26915	20785	2619596		1/18/2026	21.6	40.3	30	1.2	4.2	0.2	0.6	1	0.8
20	1/17/2026	489538	956775	811482	32269	162194	4173	14602	35035	22683	2528751		1/17/2026	19.4	37.8	32.1	1.3	6.4	0.2	0.6	1.4	0.9
21	1/16/2026	548460	1113310	808889	53482	172454	7741	14020	40099	41582	2800037		1/16/2026	19.6	39.8	28.9	1.9	6.2	0.3	0.5	1.4	1.5
22	1/15/2026	488462	1146482	809277	54676	137205	7883	13168	57955	31083	2746191		1/15/2026	17.8	41.7	29.5	2	5	0.3	0.5	2.1	1.1
23	1/14/2026	393596	998799	808198	55684	183424	6294	13256	12782	22552	2494585		1/14/2026	15.8	40	32.4	2.2	7.4	0.3	0.5	0.5	0.9
24	1/13/2026	394285	987295	807891	47189	202707	7158	12006	44874	30444	2533849		1/13/2026	15.6	39	31.9	1.9	8	0.3	0.5	1.8	1.2
25	1/12/2026	388153	1048465	809616	48733	167830	8360	11637	62437	40963	2586194		1/12/2026	15	40.5	31.3	1.9	6.5	0.3	0.4	2.4	1.6
26	1/11/2026	347659	944409	809315	40225	180839	4448	13396	30031	26032	2396354		1/11/2026	14.5	39.4	33.8	1.7	7.5	0.2	0.6	1.3	1.1
27	1/10/2026	342565	896429	803316	29982	118560	4127	13453	9450	21736	2239618		1/10/2026	15.3	40	35.9	1.3	5.3	0.2	0.6	0.4	1
28	1/9/2026	370646	924311	807554	38303	145407	4395	13087	29042	22362	2355107		1/9/2026	15.7	39.2	34.3	1.6	6.2	0.2	0.6	1.2	0.9
29	1/8/2026	346430	920736	808548	40621	193916	5207	12632	43309	19135	2390534		1/8/2026	14.5	38.5	33.8	1.7	8.1	0.2	0.5	1.8	0.8
30	1/7/2026	381123	998584	809278	37027	93233	5724	12701	37581	14051	2389302		1/7/2026	16	41.8	33.9	1.5	3.9	0.2	0.5	1.6	0.6
31	1/6/2026	462217	1044781	809929	35937	140984	5798	13557	19815	36835	2569853		1/6/2026	18	40.7	31.5	1.4	5.5	0.2	0.5	0.8	1.4
32	1/5/2026	550919	1044323	810876	47675	129311	4258	14292	41893	27693	2671240		1/5/2026	20.6	39.1	30.4	1.8	4.8	0.2	0.5	1.6	1
33	1/4/2026	520242	1033091	811295	30467	52756	4201	13988	54327	21554	2541921		1/4/2026	20.5	40.6	31.9	1.2	2.1	0.2	0.6	2.1	0.8
34	1/3/2026	585290	1150919	810020	31385	21656	5903	13452	20515	24978	2664118		1/3/2026	22	43.2	30.4	1.2	0.8	0.2	0.5	0.8	0.9
35	1/2/2026	579620	1112046	810884	48997	34342	5016	13609	34904	27562	2666980		1/2/2026	21.7	41.7	30.4	1.8	1.3	0.2	0.5	1.3	1
36	1/1/2026	535626	1049083	798470	33981	55574	4099	15662	39223	23733	2555451		1/1/2026	21	41.1	31.2	1.3	2.2	0.2	0.6	1.5	0.9