

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

<b>Martin County Solar Project, LLC</b>	)	
	)	<b>Docket No. ER25-2335-000</b>
	)	

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

PJM Interconnection, L.L.C. (“PJM”), pursuant to Rule 211 of the Federal Energy Regulatory Commission’s (“Commission” or “FERC”) Rules of Practice and Procedure,<sup>1</sup> and the Commission’s May 29, 2025 Combined Notice of Filings #1,<sup>2</sup> submits this Protest to the Co-Tenancy and Shared Facilities Agreement (“Protest”) by and among Martin County Solar Project, LLC (“Martin County Solar”), Martin County II Solar Project, LLC (“Martin II”), and Threeforks Energy Storage, LLC (“Threeforks Energy”) (collectively, the “Parties”) (the “Shared Facilities Agreement”).<sup>3</sup> The Shared Facilities Agreement is unclear on the precise scope of the shared jurisdictional facilities, and it contains terms that are materially inconsistent with the relevant PJM service agreements, as described below. Therefore, PJM requests that the Commission direct the Parties to modify the Shared Facilities Agreement to provide clarity, and to ensure that its terms are consistent with Martin County Solar’s and Threeforks Energy’s obligations under their respective PJM service agreements.

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<sup>1</sup> 18 C.F.R. § 385.211.

<sup>2</sup> Combined Notice of Filings #1, Docket No. ER25-2335-000, at 2-3 (May 29, 2025).

<sup>3</sup> *Martin County Solar Project, LLC*, Filing of Shared Facilities Agreement, Docket No. ER25-2335-000 (May 28, 2025) (“May 28 Filing”).

## I. BACKGROUND

Martin County Solar is the Interconnection Customer under the following PJM service agreements: (1) Interconnection Service Agreement among PJM, Martin County Solar, and Kentucky Power Company (“KPC”), designated Service Agreement No. 7114 (the “Martin County Solar ISA”);<sup>4</sup> and (2) Interconnection Construction Service Agreement among PJM, Martin County Solar, and KPC, designated Service Agreement No. 7115 (the “Martin County Solar ICSA”) (together, the “Martin County Solar Agreements”).<sup>5</sup> Threeforks Energy is a party to a Generation Interconnection Agreement among PJM, Threeforks Energy, and KPC, currently pending acceptance by the Commission (the “Threeforks Energy GIA”).<sup>6</sup> The Martin County Solar Agreements and the Threeforks Energy GIA are collectively referred to herein as the “Interconnection Agreements.” Martin II is not a party to any of the Interconnection Agreements, or to any other PJM service agreement.

The Martin County Solar Agreements facilitate the interconnection to the Transmission System of a solar facility with a Maximum Facility Output (“MFO”) of 190 MW, located in Martin County, Kentucky (“Martin County Solar Project”).<sup>7</sup> The Threeforks Energy GIA facilitates the interconnection to the Transmission System of a storage facility with a MFO of 100 MW, located

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<sup>4</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-117-000 (Dec. 14, 2023).

<sup>5</sup> PJM did not individually submit the Martin County Solar ICSA to the Commission for filing, but rather reported it in PJM’s Electric Quarterly Report (“EQR”), effective September 14, 2023.

<sup>6</sup> *PJM Interconnection, L.L.C.*, Original Generation Interconnection Agreement, Service Agreement No. 7668; Project Identifier No. AF1-162, Docket No. ER25-2206-000 (May 12, 2025).

<sup>7</sup> Martin County Solar ISA, Specifications, section 1.0. On March 20, 2024, PJM filed a Necessary Studies Agreement between PJM and Martin County Solar, to evaluate proposed modifications to the specified inverters, main power transformer, and MFO. *PJM Interconnection, L.L.C.*, Necessary Studies Agreement, Original Service Agreement No. 7198, Queue Position No. AF1-130 submittal of PJM Interconnection, L.L.C., Docket No. ER24-1575-000 (Mar. 20, 2024). The Commission accepted this filing effective May 20, 2024. *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-1575-000 (May 15, 2024). Upon completion of the necessary studies, the parties to the Martin County Solar ISA may agree to amend the Martin County Solar ISA. Meanwhile, the Martin County Solar ISA remains effective as executed.

adjacent to the Martin County Solar Project (“Threeforks Storage”).<sup>8</sup> Together, Martin County Solar and Threeforks Energy will operate the co-located solar-storage jointly owned unit (“JOU”) at the Point of Interconnection (“POI”) on the FERC-jurisdictional Transmission System.

Schedule F of the Threeforks Energy GIA contains non-standard terms and conditions regarding shared Interconnection Customer’s Interconnection Facilities (“ICIF”) between Martin County Solar and Threeforks Energy.<sup>9</sup> These nonconforming terms provide, *inter alia*, that (1) Threeforks Energy must enter into a Shared Facilities Agreement with Martin County Solar with respect to the jurisdictional ICIF; (2) the Shared Facilities Agreement must be submitted to the Commission for filing; (3) Threeforks Energy and Martin County Solar will jointly own and operate the radial ICIF; and (4) Threeforks Energy and Martin County Solar will use their *pro rata* shares of the jointly owned ICIF to transport energy from their respective assets to the POI on the network.<sup>10</sup> On May 28, 2025, Martin County Solar, as the sole owner of the jurisdictional ICIF, submitted the Shared Facilities Agreement to the Commission for filing.<sup>11</sup> As of the date of this Protest, Threeforks Energy has not filed a Certificate of Concurrence, and Threeforks Energy currently neither owns nor controls ICIF through which it may access the POI on the FERC-jurisdictional Transmission System and receive PJM Interconnection Service.<sup>12</sup>

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<sup>8</sup> Threeforks Energy GIA, Specifications, section 1.0.

<sup>9</sup> Threeforks Energy GIA, Schedule F. The Martin County Solar ISA currently contains no similar nonconforming language for the sharing of FERC-jurisdictional ICIF.

<sup>10</sup> *Id.*

<sup>11</sup> *Supra* n.3.

<sup>12</sup> See May 28 Filing, transmittal letter, p.1. (“*Before* Martin II and Martin BESS acquire a tenant-in-common interest in certain Shared Facilities, each *will file* a Certificate of Concurrence to the Shared Facilities Agreement.” (emphasis added)).

## II. PROTEST TO THE MAY 28 FILING

As described below, certain material terms of the May 28 Filing are inconsistent with the terms of the Interconnection Agreements. Therefore, PJM requests that the Commission direct the Parties to modify the Shared Facilities Agreement so that its terms are materially consistent with Martin County Solar's and Threeforks Energy's obligations under their respective PJM service agreements. Further, the Parties should clarify the scope of the jurisdictional ICIF.

### ***A. Descriptions of the Interconnection Customers receiving PJM Interconnection Service are Inconsistent with the Interconnection Agreements***

The Shared Facilities Agreement states that Martin County Solar and Martin II will construct, own, and operate separate assets, both "utilizing PJM queue position AF1-130."<sup>13</sup> This is inconsistent with the Martin County Solar Agreements, under which Martin County Solar is the single Interconnection Customer with sole control over the Martin County Solar Project, even if it is jointly owned.<sup>14</sup> Martin II is not a party to the Martin County Solar Agreements, nor is it an Interconnection Customer party to any other PJM service agreement. Therefore, any representations in the Shared Facilities Agreement regarding "use" or "control" by Martin II are erroneous, and reflect a material departure from the terms of the Interconnection Agreements. Accordingly, PJM requests that the Commission direct the Parties to modify the Shared Facilities Agreement so that its terms are consistent with the terms of the Interconnection Agreements.

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<sup>13</sup> Shared Facilities Agreement, Recitals at A and B.

<sup>14</sup> See Martin County Solar ISA, section 1.0. See also Martin County Solar ISA, section 3.0. ("Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect with the Transmission System. Interconnection Customer represents and warrants that, upon completion of construction of such facilities, it will own or control the Customer Facility identified in section 1.0 of the Specifications attached hereto and made a part hereof. *In the event that Interconnection Customer will not own the Customer Facility, Interconnection Customer represents and warrants that it is authorized by the owner(s) thereof to enter into this ISA and to represent such control.*" (emphasis added)).

***B. Descriptions of the Generation Assets are Inconsistent with the Interconnection Agreements***

The Shared Facilities Agreement describes the Martin County Solar Project as a “111 MW solar energy generation facility,” and the purported Martin II facility as a “66 MW solar energy generation facility.”<sup>15</sup> According to the Shared Facilities Agreement, both Martin County Solar and Martin II will be “utilizing PJM queue position AF1-130.”<sup>16</sup>

However, these descriptions for the Martin County Solar Project and its MFO are inconsistent with the terms of the Martin County Solar Agreements. Specifically, the Martin County Solar ISA specifies a *single* 190 MW solar facility.<sup>17</sup> Section 6.3 of the Martin County Solar ISA further provides:

On or before December 15, 2025, Interconnection Customer **must demonstrate commercial operation of 190 MW generating units.** Demonstrating commercial operation includes achieving Initial Operation in accordance with Section 1.4 of Appendix 2 to this ISA and making commercial sales or use of energy, as well as, if applicable, obtaining capacity qualification in accordance with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.<sup>18</sup>

Based on the plain terms of the Martin County Solar Agreements, Martin County Solar is obligated to (1) construct a single 190 MW solar facility and (2) demonstrate full commercial operation on or before December 15, 2025. Because the Shared Facilities Agreement incorrectly describes Martin County Solar’s contractual obligations, PJM requests that the Commission direct the Parties to modify the Shared Facilities Agreement so that its terms are consistent with the terms of the Interconnection Agreements.

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<sup>15</sup> Shared Facilities Agreement, Recitals at A and B.

<sup>16</sup> *Id.*

<sup>17</sup> Martin County Solar ISA, Specifications, section 1.0.

<sup>18</sup> Martin County Solar ISA, section 6.3 (emphasis added).

***C. The Scope of the ICIF as Specified in the Shared Facilities Agreement is Unclear***

The Shared Facilities Agreement describes an abundance of “switching facilities” that the Parties may have mischaracterized as non-ICIF. For example, the Shared Facilities Agreement describes “Solar-Shared Switching Facilities” as a “newly-constructed Martin I Substation high-voltage bus expansion in addition to the existing Martin I Substation high-voltage facilities that are necessary to connect the Martin II Switching Facilities to the Gen-Tie Line...”<sup>19</sup> Further, the Shared Facilities Agreement describes an unexercised option for Threeforks Energy to construct “Martin BESS Switching Facilities” to “electrically tie all three Projects into the Gen-Tie Line.”<sup>20</sup> Finally, the Shared Facilities Agreement describes “Solar/BESS-Shared Switching Facilities” as a “newly-constructed high-voltage bus expansion, starting at the point of common coupling of the Solar-Shared Switching Facilities and Martin BESS Switching Facilities, plus the additional breaker and associated equipment that couple to the Gen-Tie Line...”<sup>21</sup>

The foregoing shared facilities descriptions seem to suggest that the “Gen-Tie Line,” as described in the Shared Facilities Agreement, is the only jurisdictional ICIF, and none of the various switching facilities comprise ICIF. That is incorrect. The radial ICIF comprises everything beginning at the high-voltage sides of the JOU’s two main power transformers (“MPTs”), and extending to the point of change of ownership (“PCO”) with the Transmission Owner Interconnection Facilities (“TOIF”). In other words, the shared jurisdictional ICIF comprises all high-voltage transmission facilities between the MPTs and the PCO, including all of the various switching facilities.

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<sup>19</sup> Shared Facilities Agreement, Recitals at H. Although unclear, the Shared Facilities Agreement seems to suggest that the Solar-Shared Switching Facilities will be jointly owned by Martin County Solar and Martin II, with no mention of Threeforks Energy.

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

<sup>21</sup> *Id.* at K.

Given the lack of clarity in the Shared Facilities Agreement, PJM requests that the Commission direct the Parties to clearly define the shared ICIF that implicates Commission transmission jurisdiction, and PJM Interconnection Service at the POI.

### **III. CONCLUSION**

For the reasons set forth above, PJM respectfully asks the Commission to direct the Parties to (1) modify the Shared Facilities Agreement to be consistent with the Parties' obligations under their respective service agreements, and (2) clarify the scope of jurisdictional ICIF under the Shared Facilities Agreement.

Respectfully submitted,

/s/ Salvia Yi

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