

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

Martin County Solar Project, LLC

)
)
)

Docket No. ER25-2335-000

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

Pursuant to Rules 212 and 213 of the Federal Energy Regulatory Commission (“Commission” or “FERC”) Rules of Practice and Procedure,¹ PJM Interconnection, L.L.C. (“PJM”) submits this Motion for Leave to Answer and Answer (“Answer”) in response to the Martin County Solar Project, LLC (“Martin County Solar”)² answer to PJM’s protest³ of the Co-Tenancy and Shared Facilities Agreement by and among 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” or “SFA”).⁴ Martin County Solar’s July 2 Answer does little to clarify the scope of the shared Interconnection Customer’s Interconnection Facilities (“ICIF”) that extend from the high sides of the jointly owned unit’s (“JOU”) two main power transformers (“MPTs”) to the Point of Change of Ownership (“PCO”) with the Transmission Owner’s Interconnection Facilities (“TOIF”).⁵ Further, the July 2 Answer

¹ 18 C.F.R. §§ 385.212, 385.213.

² *Martin County Solar Project, LLC*, Motion for Leave to Answer and Answer of Martin County Solar Project, LLC to Protest of PJM Interconnection, L.L.C., Docket No. ER25-2335-000 (July 2, 2025) (“July 2 Answer”).

³ *Martin County Solar Project, LLC*, Protest of PJM Interconnection, L.L.C., Docket No. ER25-2335-000 (June 18, 2025) (“June 18 Protest”).

⁴ *Martin County Solar Project, LLC*, Filing of Co-Tenancy and Shared Facilities Agreement, Docket No. ER25-2335-000 (May 28, 2025) (“May 28 Submission”).

⁵ See, e.g., Order No. 2003-A, 106 FERC ¶ 61,220, at Appendix B, section 1, Definitions (“[ICIF] shall mean all facilities and equipment ... that are located between the Generating Facility and the Point of Change of Ownership ... necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider’s Transmission System. [ICIF] are sole use facilities.”), *order on reh’g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004),

does little to clarify or correct various SFA terms that are materially inconsistent with the relevant PJM service agreements. Therefore, the May 28 Submission should not be accepted as filed, and PJM reiterates its request that the Commission direct the Parties to modify the Shared Facilities Agreement to (1) clarify the scope of the sole-use radial ICIF that the Parties will use to access the Point of Interconnection (“POI”) on the FERC-jurisdictional Transmission System and receive PJM Interconnection Service for the JOU; and (2) ensure that the SFA’s terms are consistent with Martin County Solar’s and Threeforks Energy’s obligations under their respective service agreements.

I. MOTION FOR LEAVE TO ANSWER

PJM provides this Answer to address claims in the July 2 Answer that are inconsistent, inaccurate, or unsupported. While an answer to an answer is not a matter of right under the Commission’s regulations,⁶ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process.⁷ This Answer satisfies these criteria, and PJM respectfully asks the Commission to accept the Answer.

II. BACKGROUND

Martin County Solar is the Interconnection Customer under an Interconnection Service Agreement (“ISA”) and an Interconnection Construction Service Agreement among PJM, Martin

order on reh’g, Order No. 2003-C, 111 FERC ¶ 61,401 (2005), *aff’d sub nom. Nat’l Ass’n of Regul. Util. Comm’rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230 (2008). *See also* Order No. 785, 144 FERC ¶ 61,221, at P 37 (2013) (“We affirm our understanding that the term ‘generator interconnection facility’ refers to ‘generator interconnection tie-lines and their associated facilities extending from the secondary (high) sides of a generator owner’s step-up transformer(s) to the point of interconnection with the host transmission owner’” (footnote omitted)).

⁶ 18 C.F.R. § 385.213(a)(2).

⁷ *See, e.g., Energy Harbor Corp.*, 186 FERC ¶ 61,129, at P 38 (2024); *Grand River Dam Auth.*, 186 FERC ¶ 61,045, at P 30, *order on reh’g*, 187 FERC ¶ 61,211 (2024).

County Solar, and Kentucky Power Company (“KPC”) (the “Martin County Solar Agreements”).⁸ Threeforks Energy is a party to a Generation Interconnection Agreement (“GIA”) among PJM, Threeforks Energy, and KPC (the “Threeforks Energy GIA”).⁹ The Martin County Solar Agreements and the Threeforks Energy GIA are collectively referred to herein as the “Interconnection Agreements.” Together, Martin County Solar and Threeforks Energy will control and operate a co-located solar-storage JOU at the POI on the FERC-jurisdictional Transmission System. Martin II is not a party to any of the Interconnection Agreements, or to any other PJM service agreement.

Schedule F of the Threeforks Energy GIA contains non-standard terms and conditions regarding the shared ICIF between Martin County Solar and Threeforks Energy, without which Threeforks Energy has no access to PJM Interconnection Service at the POI.¹⁰ 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 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 the JOU to the POI on the network.¹¹

⁸ June 18 Protest at 2.

⁹ See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-2206-000 (July 11, 2025).

¹⁰ Threeforks Energy GIA, Schedule F. Currently, the Martin County Solar ISA contains no similar nonconforming language for the sharing of Martin County Solar’s ICIF with Threeforks Energy. Without definitive and specified ICIF as required to reach the FERC-jurisdictional Transmission System, Threeforks Energy cannot receive FERC-jurisdictional Interconnection Service in accordance with the Threeforks Energy GIA.

¹¹ *Id.*

III. ANSWER

A. Threeforks Energy must timely submit a certificate of concurrence.

Martin County Solar misconstrues PJM’s position, which is not that Threeforks Energy is noncompliant with the Threeforks Energy GIA because it has not filed a certificate of concurrence.¹² However, while not expressly required by the terms of the Threeforks Energy GIA, a certificate of concurrence, as described by the Commission, “is an agreement between the parties for one to be the designated filer on behalf of the others.”¹³ Accordingly, the May 28 Submission should not be accepted for filing in the absence of a certificate of concurrence from Threeforks Energy that memorializes the Parties’ agreement that Martin County Solar is the designated filer of the Shared Facilities Agreement on behalf of Threeforks Energy.

PJM disagrees with Martin County Solar’s assertion that Threeforks Energy “not yet hav[ing] undivided rights to the applicable shared interconnection facilities” is “simply irrelevant” to the Shared Facilities Agreement.¹⁴ As stated in the Threeforks Energy GIA, Threeforks Energy and Martin County Solar will share ICIF to reach the JOU’s POI.¹⁵ However, currently, the Shared Facilities Agreement indicates no actual sharing of ICIF, but only an option to share that may call into question whether Threeforks Energy qualifies for a GIA in the first instance, given that Threeforks Energy has no definitive access to the POI. The Threeforks Energy GIA is not an option agreement. Therefore, Threeforks Energy should promptly file a certificate of concurrence

¹² July 2 Answer at 3.

¹³ Federal Energy Regulatory Commission, *Certificate of Concurrence Guidance*, (Dec. 17, 2024), <https://www.ferc.gov/media/certificate-concurrence-guidance>; see *Duke Energy Kentucky, Inc.*, Letter Order, Docket Nos. ER10-2032-000, *et al.* (Oct. 22, 2010).

¹⁴ July 2 Answer at 3.

¹⁵ Threeforks Energy GIA, Schedule F, section 2.

that validates the Shared Facilities Agreement with respect to Threeforks Energy's ability to receive PJM Interconnection Service.

B. The Shared Facilities Agreement incorrectly describes the Interconnection Customers under the Interconnection Agreements.

Martin County Solar correctly indicates that Martin II is not a party to the Martin County Solar Agreements.¹⁶ Nonetheless, the Shared Facilities Agreement inexplicably states that Martin County Solar *and* Martin II will construct, own/control, and operate separate assets, both “utilizing PJM queue position AF1-130.”¹⁷ The Shared Facilities Agreement mischaracterizes Martin II's rights under the Martin County Solar Agreements. Quite simply, Martin II has none. Martin II has no right to control and operate any generation assets utilizing PJM queue position AF1-130. 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. Therefore, PJM again 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.

C. The description of the jurisdictional shared facilities remains unclear.

PJM disagrees that the description of shared ICIF requires no clarification.¹⁸ The Shared Facilities Agreement describes an abundance of “switching facilities” that the Parties seem to have mischaracterized as unshared ICIF. A careful reading of the Shared Facilities Agreement suggests that the “Gen-Tie Line” is the only shared ICIF. That is incorrect. The JOU's sole-use radial ICIF comprises everything beginning at the high-voltage sides of the JOU's two MPTs, and extending

¹⁶ July 2 Answer at 4.

¹⁷ Shared Facilities Agreement, at Recitals A-B.

¹⁸ July 2 Answer at 6.

to the PCO with the 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.¹⁹ Therefore, PJM again 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.

D. The descriptions of the generation assets are inconsistent with the Interconnection Agreements.

In response to PJM's request for consistency, Martin County Solar overlooks PJM's concern regarding the inaccurate description of generation assets.²⁰ 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."²¹ According to the Shared Facilities Agreement, both Martin County Solar and Martin II will be "utilizing PJM queue position AF1-130;"²² although, again, Martin II has no rights under PJM queue position AF1-130.

These descriptions for the Martin County Solar Project and its MFO are inconsistent with the terms of the Martin County Solar Agreements, under which the Interconnection Customer 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.

¹⁹ See n.5, *supra*.

²⁰ See *generally* July 2 Answer.

²¹ Shared Facilities Agreement, at Recitals A-B.

²² *Id.*

IV. CONCLUSION

For the reasons set forth above, PJM respectfully asks the Commission to accept this Answer, and to direct the Parties to modify the Shared Facilities Agreement accordingly.

Respectfully submitted,

/s/ Salvia Yi

Craig Glazer
Vice President–Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W, Suite 600
Washington, D.C. 20005
(202) 423-4743
Craig.Glazer@pjm.com

Salvia Yi
Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403-2497
(484) 501-4619
Salvia.Yi@pjm.com

Christopher Holt
Managing Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

Jeffrey M. Gray
Gray PLLC
P.O. Box 620323
Middleton, WI 53562-0323
(608) 628-3800
Jeffrey.Gray@pjm.com

**Counsel for
PJM Interconnection, L.L.C.**

July 18, 2025

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on those parties on the official Service List compiled by the Secretary in this proceeding.

Dated at Audubon, Pennsylvania this 18th day of July, 2025.

/s/ Salvia Yi
Salvia Yi
Counsel
PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403-2497
(484) 501-4619
Salvia.Yi@pjm.com