

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

Martin County Solar Project, LLC

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**Docket Nos. ER25-2335-000
ER25-2335-001**

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

Pursuant to Rules 212 and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission” or “FERC”),¹ and the Commission’s August 22, 2025 Combined Notice of Filings #1,² PJM hereby submits this Motion for Leave to Answer and Answer to Martin County Solar Project, LLC’s (“Martin County Solar’s”) Deficiency Response.³ The Deficiency Response relates to Martin County Solar’s submission to the Commission 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

¹ 18 C.F.R §§ 385.212, 385.213.

² Combined Notice of Filings #1, Docket No. ER25-2335-000, at 2-3 (Aug. 22, 2025).

³ *Martin County Solar Project, LLC*, Response to Additional Information Request, Docket No. ER25-2335-000 (Aug. 21, 2025) (“Deficiency Response”); *Martin County Solar Project, LLC*, Deficiency Letter, Docket No. ER25-2335-000 (July 23, 2025) (“Deficiency Letter”).

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”).

PJM continues to have concerns, as expressed in its June 18 Protest⁵ and July 18 Answer,⁶ that the terms of the SFA are materially inconsistent with the relevant PJM service agreements.⁷ The Deficiency Response fails to explain how the SFA terms adhere to, and are consistent with, the terms of the Interconnection 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 SFA to (1) ensure that the SFA's terms are consistent with Martin County Solar's and Threeforks Energy's obligations under their respective service agreements; and (2) clarify the scope of the radial Interconnection Customer Interconnection Facilities ("ICIF") that the Parties will use to jointly access the Point of Interconnection ("POI") on the FERC-jurisdictional Transmission System, and receive PJM Interconnection Service for the co-located solar/storage jointly owned unit ("JOU").

I. MOTION FOR LEAVE TO ANSWER

PJM provides this Answer to address the claims made in the Deficiency Response that are either inconsistent, inaccurate, or unsupported. While an answer to an answer is not a matter of right under the Commission's regulations,⁸ the Commission routinely permits such answers when

⁵ *Martin County Solar Project, LLC*, Protest of PJM Interconnection, L.L.C., Docket No. ER25-2335-000 (June 18, 2025) ("June 18 Protest").

⁶ *Martin County Solar Project, LLC*, Motion for Leave to answer and Answer of PJM Interconnection, L.L.C., Docket No. ER25-2335-000 (July 18, 2025) ("July 18 Answer").

⁷ Martin County Solar is the Interconnection Customer under the Interconnection Service Agreement among PJM, Martin County Solar and Kentucky Power Company ("KPC"), designated Service Agreement No. 7114 (the "Martin County Solar ISA"), and the 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"). See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER24-117-000 (Dec. 14, 2023). PJM reported the Martin County Solar ICSA in its Electric Quarterly Report ("EQR"), effective as of September 14, 2023.

Threeforks Energy Storage, LLC ("Threeforks Energy") is a party to a Generation Interconnection Agreement among PJM, Threeforks Energy, and KPC, designated Service Agreement No. 7668 (the "Threeforks Energy GIA"). See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER25-2206-000 (July 11, 2025). The Martin County Solar Agreements and the Threeforks Energy GIA are collectively referred to herein as the "Interconnection Agreements."

⁸ 18 C.F.R. § 385.213(a)(2).

the answer provides useful and relevant information that will assist the Commission in its decision-making process.⁹ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

II. ANSWER

A. Martin County Solar fails to explain how references to Martin II in the SFA align with the terms of the Martin County Solar Agreements.

The Deficiency Letter asks Martin County Solar to explain how the terms of the SFA align with the terms of the Martin County Solar ISA, which identifies Martin County Solar as the sole Interconnection Customer under PJM Queue Position AF1-130.¹⁰ In response, Martin County Solar states that “Martin I is the party to the GIA,” and “Martin I has developed, owns and operates an approximately 111 MW solar generating facility.”¹¹ Martin County Solar then states that Martin II is a “separate special purpose entity that will develop, own and operate approximately 66 MW of solar capacity at the site.”¹² Martin County Solar describes Martin II as a “second phase of development” and that this “phased approach to the project development is no different than if Martin I constructed the second 66 MW in its name.”¹³

Martin County Solar’s statements reflect a clear misunderstanding of its contractual rights and duties under the Martin County Solar Agreements. The hypothetical that Martin County Solar describes would require a partial assignment of Martin County Solar’s rights and duties to Martin

⁹ 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).

¹⁰ Deficiency Letter at P 1.

¹¹ Deficiency Response at P 2.

¹² *Id.*

¹³ *Id.*

II, as governed by the terms of the Martin County Solar Agreements. Specifically, the Martin County Solar ISA provides, in relevant part:

12.1 Assignment with Prior Consent: Except as provided in Section 12.2 to this Appendix 2, no Interconnection Party shall assign its rights or delegate its duties, or any part of such rights or duties, under the Interconnection Service Agreement without the written consent of the other Interconnection Parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void.¹⁴

The Martin County Solar ICSA includes similar provisions, as follows:

10.1 Assignment with Prior Consent: Except as provided in Section 10.2 below, no Construction Party shall assign its rights or delegate its duties, or any part of such rights or duties, under the Interconnection Construction Service Agreement without the written consent of the other Construction Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Any such assignment or delegation made without such written consent shall be null and void.¹⁵

Neither PJM nor KPC has granted Martin County Solar its prior written consent to assign any rights or duties under the Martin County Solar Agreements to another party. If consent *had* been provided, any assignment would have been documented in the form of agreements to amend and amended agreements. Moreover, if Martin County Solar has *already* assigned certain rights or duties under the Martin County Solar Agreements to another party, without the prior written consent of PJM and KPC, then the assignment is null and void. Therefore, PJM disagrees with Martin County Solar's assertion that its "phased approach to the project development is no different than if Martin I constructed the second 66 MW in its name." In reality, if any entity *other*

¹⁴ Martin County Solar ISA, App. 2, section 12.1.

¹⁵ Martin County Solar ICSA, App. 2, section 10.1.

than Martin County Solar constructs, owns, and operates any additional MW above the current 111 MW, Martin County Solar will find itself in breach of the Martin County Solar Agreements.

Because Martin II is not a party to the Martin County Solar Agreements, any representations in the SFA regarding rights held by Martin II to construct, own, and operate *any* capacity under PJM Queue Position AF1-130 are erroneous, and reflect a material departure from the terms of the Martin County Solar Agreements. In the Deficiency Response, Martin County Solar fails to provide a reasonable explanation of how those erroneous representations align with the terms of the Martin County Solar Agreements, which identify Martin County Solar as the sole Interconnection Customer.

B. Martin County Solar fails to adequately explain why the SFA reflects inconsistent sizes for the solar component of the JOU.

The Deficiency Letter asks Martin County Solar to explain why the SFA reflects a different solar component size than reflected in the Martin County Solar ISA.¹⁶ Martin County Solar responds that PJM drafted amendments to accommodate a reduction in output from 190 MW to 177 MW, given Martin County Solar's expected failure to meet the full contractual amount. However, Martin County Solar concedes that "neither the Transmission Owner (AEP) nor PJM countersigned, so the amendment of the GIA *is not currently in effect.*"¹⁷ Therefore, by Martin County Solar's admission, despite PJM's willingness to provide an accommodation rather than a notice of breach, any reduction in the required contractual output has not become effective. Therefore, unless and until any amendments become effective, the terms of the SFA should align with the terms of the Martin County Solar Agreements.

¹⁶ Deficiency Letter at P 2.

¹⁷ Deficiency Response at P 3 (emphasis added).

C. Martin County Solar fails to identify language in the SFA that accurately describes the JOU's shared jurisdictional ICIF.

The Deficiency Letter asks Martin County Solar to identify language in the SFA that specifies which facilities are shared ICIF.¹⁸ In response to a simple request to describe the JOU's radial ICIF, Martin County Solar points to Recital M of the SFA, which contains a description that is anything but simple:

(1) the Solar-Shared Facilities; (2) the Solar/BESS-Shared Switching Facilities; (3) the Martin BESS Switching Facilities; and (4) the Gen-Tie Line. The Shared Facilities do not include (i) the portion of the Martin I Substation not part of the Solar-Shared Switching Facilities or Solar/BESS Shared Switching Facilities, (ii) the Martin II Collector Line, (iii) the Martin II Switching Facilities, (iv) the Martin BESS Collector Line, and (v) the Martin BESS Switching Facilities. The Shared Facilities shall, as the context requires, include (x) the Gen-Tie Line and Solar-Shared Switching Facilities with respect to and in the context of the Martin I Project and Martin II Project and as between Martin I and Martin II, and (y) the Gen-Tie Line and Solar/BESS Shared Switching Facilities, with respect to and in the context of the Martin I Project, Martin II Project, and Martin BESS Project and as between Martin I, Martin II, and Martin BESS.¹⁹

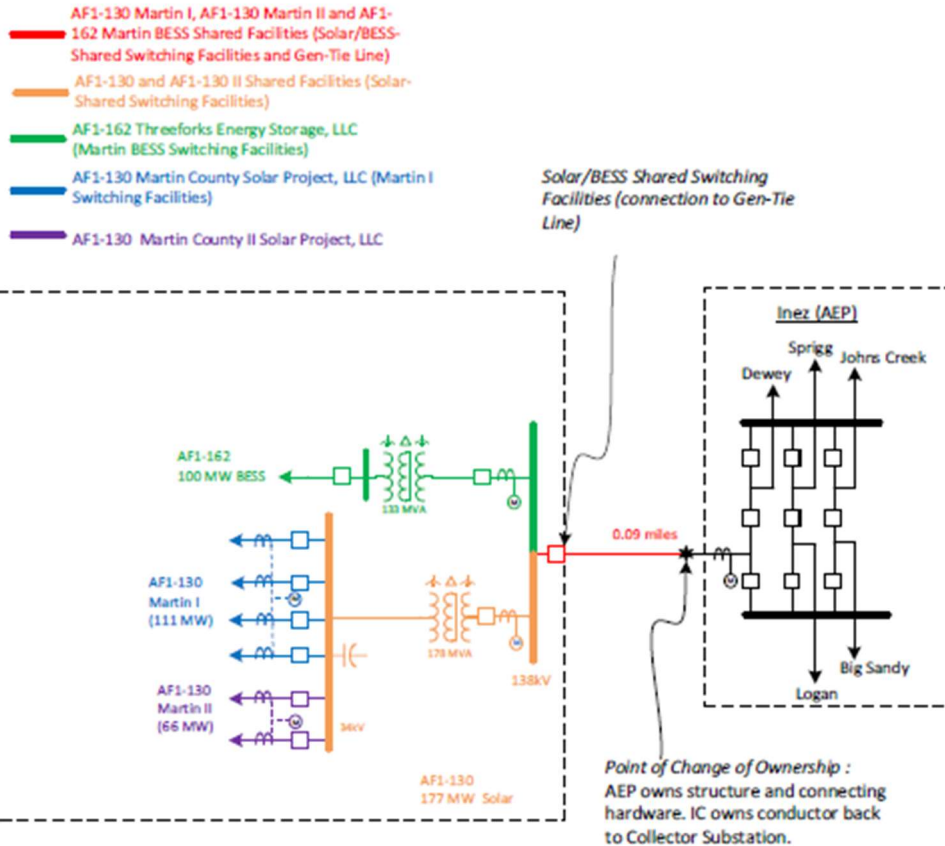
The jumble of facilities listed in Recital M of the SFA seems to describe multiple sets of ICIF under different ownership arrangements, but the JOU cannot have more than one set of discrete, sole-use, radial, jointly owned ICIF, which is a directed line extending from the JOU to the Point of Change of Ownership ("PCO"). Moreover, the SFA and Deficiency Response incorrectly suggest that the "Gen-Tie Line," shown in red in the graph below,²⁰ is the only shared ICIF.

¹⁸ Deficiency Letter at P 2.

¹⁹ Shared Facilities Agreement, at Recital M.

²⁰ See Shared Facilities Agreement, at Exhibit A.

Martin, Martin II and Martin BESS Shared Facilities



As explained in PJM’s July 18 Answer, the JOU’s sole-use radial ICIF comprise all facilities beginning at the high-voltage sides of the JOU’s two main power transformers (“MPTs”), and extending to the PCO with the Transmission Owner Interconnection Facilities. In other words, the SFA *should* describe the shared facilities as all high-voltage facilities between the MPTs and the PCO, but it does not. Accordingly, Martin County Solar has failed to accurately respond to the Deficiency Letter.

The Deficiency Letter also asks Martin County Solar to explain which facilities (shared or not) are jurisdictional ICIF, and to point to specific language in the SFA that supports its

response.²¹ The Deficiency Response states that “[t]he Shared Facilities are Commission jurisdictional facilities. Specifically, ICIF are Commission jurisdictional up to the low voltage terminal of each discrete main power transformer(s) associated with Martin I, Martin II and Martin BESS.”²² Martin County Solar describes the radial ICIF in the wrong direction, because it actually is a directed line that runs from the high sides of the MPTs to the PCO. Nonetheless, Martin County Solar *does* seem to acknowledge that the jurisdictional ICIF are all radial ICIF that the joint owners share and use to reach the POI on the FERC-jurisdictional Transmission System. However, Martin County Solar does not point to any language in the SFA that supports its response, because it does not exist. Instead, Recital M of the SFA lists a jumble of “sliced and diced” Interconnection Facilities that bear little resemblance to a single set of discrete, radial ICIF used to deliver the JOU’s output to the POI.

D. Martin County Solar fails to adequately explain whether the SFA affects the Parties’ obligations to PJM under the Martin County Solar ISA.

The Deficiency Letter asks Martin County Solar to explain whether and how the SFA affects the Parties’ obligations to PJM under the Martin County Solar ISA.²³ In response, Martin County Solar merely points to Schedule F of the Threeforks Energy GIA, which describes the Interconnection Agreements that apply to each component facility within the co-located solar/storage JOU. Martin County Solar further explains:

Martin I and Martin II are bound by the terms of the Martin I GIA. Martin BESS is bound by the terms of the Martin BESS GIA. The terms of the SFA are consistent with the terms of the two GIAs and provide an orderly administration of the delivery of energy to the PJM bulk transmission system by all three entities.²⁴

²¹ Deficiency Letter at P 2.

²² Deficiency Response at P 4.

²³ Deficiency Letter at P 2.

²⁴ Deficiency Response at P 5.

Because the Deficiency Response provides no substantive answer, PJM offers the following examples of how the SFA affects the Parties' obligations to PJM under the Interconnection Agreements. First, as explained above, the SFA suggests that Martin County Solar has assigned certain rights and duties under the Martin County Solar Agreements to Martin II, without obtaining the prior written consent of PJM and KPC.

Second, according to the SFA, Threeforks Energy neither owns nor controls ICIF through which it may access the POI on the FERC-jurisdictional Transmission System. Instead, Martin County Solar “*desires to permit Martin BESS to have access to and use of the Solar/BESS-Shared Switching Facilities and the Gen-Tie Line upon the terms and conditions set forth in this Agreement.*”²⁵ Throughout this proceeding, Martin County Solar maintains that it “will continue to own the Gen-Tie Line, and will provide to Martin II and [Threeforks Energy] rights to the Gen-Tie Line to deliver generation to the POI.”²⁶ However, Threeforks Energy GIA, Schedule F requires that Martin County Solar and Threeforks Energy jointly own and use all ICIF *pro rata*, and presumably *pari passu* to avoid implicating FERC rate regulation under the SFA rate schedule.²⁷ Therefore, anything less than *pro rata* joint ownership of all radial ICIF by the JOU's two joint owners denotes a material departure from the Threeforks Energy GIA.

²⁵ Shared Facilities Agreement, at Recital M (emphasis added).

²⁶ Deficiency Response at P 2.

²⁷ Threeforks Energy GIA, Schedule F.

III. CONCLUSION

For the reasons stated above, and in the June 18 Protest and July 18 Answer, 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 shared jurisdictional ICIF under the Shared Facilities Agreement.

Respectfully submitted,

/s/ Salvia Yi

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September 11, 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 11th day of September, 2025.

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