

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

PJM Interconnection, L.L.C.

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Docket No. ER24-3076-000

**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 to the Protest filed by Marengo Solar, LLC (“Marengo Solar”) in response to PJM’s September 19, 2024 filing to cancel the Wholesale Market Participation Agreement (“WMPA”) entered into among PJM, Marengo Solar, and Commonwealth Edison Company (“ComEd”) (the “Marengo Solar WMPA”).² While the Protest attempts to show that the proposed cancellation of the Marengo Solar WMPA is not justified, the fact of the matter is that the two-party Interconnection Agreement (“Interconnection Agreement”) between the Wholesale Market Participant and Transmission Owner was terminated. Pursuant to the terms of the Marengo Solar WMPA, which was accepted by the Commission, the WMPA automatically terminates upon the termination of the Interconnection Agreement. Accordingly, PJM acted properly in filing the Notice of Cancellation, and the Commission should accept the Notice of Cancellation to be effective on November 19, 2024.

¹ 18 C.F.R. §§ 385.212, 385.213.

² *PJM Interconnection, L.L.C.*, Notice of Cancellation of WMPA, SA No. 6111; Queue No. AD1-016, Docket No. ER24-3076-000 (Sept. 19, 2024) (“Notice of Cancellation Filing”). Capitalized terms not defined herein have the meaning set forth in the PJM Open Access Transmission Tariff (“Tariff”) or the Marengo Solar WMPA.

I. MOTION FOR LEAVE TO ANSWER

While an answer to a protest is not a matter of right under the Commission's regulations,³ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process.⁴ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

II. THE NOTICE OF CANCELLATION WAS PROPERLY FILED AND JUSTIFIED

Marengo Solar alleges that the Notice of Cancellation is not justified, because it “rests on a flawed assumption that the applicable state-jurisdictional interconnection agreement... was terminated.”⁵ Marengo Solar states that the Interconnection Agreement was not terminated, and that Marengo Solar filed a Complaint with the Illinois Commerce Commission (“ICC”), “challenging ComEd’s impermissible *attempted* termination of the Interconnection Agreement.”⁶ Despite Marengo Solar’s attempt to distance itself from the notion that the Interconnection Agreement was terminated, the fact that the Interconnection Agreement was terminated is not a matter for dispute. In fact, part of Marengo Solar’s requested relief in its ICC Complaint is for the ICC to “declare ComEd’s *termination* [of the Interconnection Agreement] improper.”⁷ Evidently, PJM’s perception that the Interconnection Agreement was terminated, is shared with both ComEd and Marengo Solar.

As stated in the Notice of Cancellation Filing, section 3.1.4 of the Marengo Solar WMPA, the “WMPA shall automatically terminate upon the termination of the two-party Interconnection

³ 8 C.F.R. § 385.213(a)(2).

⁴ 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).

⁵ See Protest at 1, 5-7.

⁶ *Id* at 1-2, 5-7.

⁷ *Id* at Attachment A (emphasis added).

Agreement between the Wholesale Market Participant and Transmission Owner.”⁸ The Interconnection Agreement was terminated, thus terminating the Marengo Solar WMPA as well. Accordingly, PJM acted within its authority in filing the Notice of Cancellation of the Marengo Solar WMPA and PJM’s basis for filing the Notice of Cancellation is justified.

III. THE COMMISSION SHOULD ACCEPT THE NOTICE OF CANCELLATION FILING WITHOUT DEFERENCE TO THE ICC

As an alternative to rejecting the Notice of Cancellation outright, Marengo Solar requests the Commission to hold this proceeding in abeyance pending the outcome of the ICC Complaint proceeding.⁹ Marengo Solar points to the Commission’s decision in *DTE Electric Co.*, where the Commission has held a matter in abeyance “in similar circumstances where a Commission ruling has depended in part on the outcome of a state commission proceeding.”¹⁰ The issue presented in *DTE Electric Co.*, however was whether a certain interconnection should be considered a local distribution facility, which is not subject to the Commission’s jurisdiction.¹¹ More importantly, the Commission noted it is not bound by the Michigan Commission’s determination, but that it is “appropriate to provide deference to state commission recommendations regarding certain transmission/local distribution matters.”¹² The Cancellation of the Marengo Solar WMPA is not a matter regarding whether a facility classifies as transmission or local distribution, but a matter of contract.

⁸ See Marengo Valley Solar WMPA, section 3.1.4.

⁹ See Protest at 6-7.

¹⁰ *Id.* at 7 (citing *DTE Electric Co. v. Midcontinent Indep. Sys. Operator, Inc.*, 175 FERC ¶ 61,068, at PP 48-49 (2021)).

¹¹ In *DTE Electric Co.*, the Commission held the proceeding in abeyance, pending the Michigan Commission’s decision as to whether the interconnection should be classified as a local distribution facility. See *DTE Electric Co. v. Midcontinent Indep. Sys. Operator, Inc.*, 175 FERC ¶ 61,068, at PP 48 (2021).

¹² *Id.*

Section 3.1.4 of the Marengo Solar WMPA, which was accepted by the Commission, provides that the “Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.”¹³ Regardless of the ICC proceeding, seeking to reverse the **termination** of the Interconnection Agreement, PJM is bound to the Federal Tariff and not the ICC. The Interconnection Agreement between Marengo Solar and ComEd was terminated, and the WMPA cannot operate without an effective Interconnection Agreement. Accordingly, the Notice of Cancellation Filing should be accepted without deference to the outcome of the ICC proceeding.

IV. CONCLUSION

For the reasons stated above and in the Notice of Cancellation Filing, the Commission should reject the relief sought in Marengo Solar’s Protest, accept PJM’s Notice of Cancellation Filing, and terminate the Marengo Solar WMPA effective November 19, 2024.

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Respectfully submitted,
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¹³ See Marengo Valley Solar WMPA, section 3.1.4.

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CERTIFICATE OF SERVICE

I hereby certify that this day I caused to be served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Audubon, PA this 25th day of October, 2024.

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