

Notice of Cancellation is justified. Accordingly, the Commission should accept the Notice of Cancellation to be effective on November 19, 2024.

I. MOTION FOR LEAVE TO ANSWER

PJM provides this answer to address the claims made in the Marengo Solar Answer that are either inconsistent, inaccurate, and/or unsupported by the record. While an answer to a protest, or answer, is not a matter of right under the Commission's regulations,⁵ the Commission routinely permits such answers when the answer provides useful and relevant information that will assist the Commission in its decision-making process.⁶ This answer satisfies these criteria, and PJM therefore respectfully requests that the Commission accept this pleading.

II. ANSWER

A. The Two-Party Interconnection Agreement was Terminated.

Marengo Solar purportedly changed its position regarding the termination of the two-party Interconnection Agreement between its Protest and November 8 Answer. In its Protest, Marengo Solar disputes that a termination of the Interconnection Agreement has occurred at all, and thus challenges the justifications for the Notice of Cancellation.⁷ Conversely in its November 8 Answer, Marengo Solar turns the inquiry into whether or not the termination of the Interconnection Agreement was *proper* and puts the onus on ComEd and PJM to demonstrate that the Interconnection Agreement was “effectively terminated.”⁸

⁵ 8 C.F.R. § 385.213(a)(2).

⁶ 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).

⁷ See Protest at 1-2 (“...PJM’s proposed termination rests on a flawed assumption that the applicable state-jurisdictional interconnection agreement (“Interconnection Agreement”) was terminated.”)

⁸ See November 8 Answer at 2 (“PJM’s proposed termination rests on a flawed assumption that the applicable state jurisdictional interconnection agreements (“Interconnection Agreements”) were **properly** terminated and are no longer in effect.”) (emphasis added).

PJM reiterates its position from its October 25 Answer, which is that, **all Parties agree that a termination has occurred**. This is demonstrated in Marengo Solar’s ICC complaint, where its requested relief is for the ICC to either (1) “declare ComEd’s **termination** [of the Interconnection Agreement] improper,”⁹ or (2) award compensation for loss or damage caused by “ComEd’s wrongful **termination** of the Agreements.”¹⁰ Thus, the basis for Marengo Solar’s ICC complaint is that a termination has occurred.

Despite Marengo Solar’s attempt to shift a burden that does not exist, the termination of the WMPA is not conditioned on the Interconnection Agreement being terminated to the satisfaction of Marengo Solar. As stated in the Marengo Solar WMPA, the Interconnection Agreement is necessary “in order to effectuate the WMPA.”¹¹ The WMPA cannot operate without an effective Interconnection Agreement, which is why the “WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.”¹² The Interconnection Agreement was terminated, thus automatically terminating the Marengo Solar WMPA. 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. Accordingly, the Notice of Cancellation Filing should be accepted.

B. The Commission Accepted the Marengo Solar WMPA as Just and Reasonable, Therefore Should Enforce the Terms of the WMPA.

Marengo Solar mischaracterizes PJM’s Answer by suggesting that PJM invites the Commission to render a legal conclusion on the state jurisdictional Interconnection Agreement. To be clear, PJM is asking the Commission to enforce the terms of the Marengo Solar WMPA,

⁹ See Protest at Attachment A (emphasis added).

¹⁰ *Id.*

¹¹ See Marengo Solar WMPA, section 3.1.4.

¹² *Id.*

which was accepted by the Commission and thus subject to its jurisdiction. The terms of the Marengo Solar WMPA unequivocally state that the “WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Transmission Owner.”¹³ These are the terms that were agreed upon with Marengo Solar and also accepted with the Commission as just and reasonable. The Interconnection Agreement was terminated, thus terminating the Marengo Solar WMPA as well. 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. Accordingly, the Commission should enforce the terms of the Marengo Solar WMPA, by accepting the Notice of Cancellation Filing as effective November 19, 2024.

C. The Commission Should Accept the Notice of Cancellation Filing Without Deference to the ICC

Marengo Solar denies the clear distinction between the Commission’s decision in *DTE Electric*, compared to what the Commission is faced with here. More importantly, Marengo Solar’s understanding of the Commission’s policies are misguided, when it comes to providing deference to state commission determinations. The issue presented in *DTE Electric*, was whether a certain interconnection should be considered a local distribution facility, which is not subject to the Commission’s jurisdiction.¹⁴ The Commission held the matter in abeyance, pending the Michigan Commission’s decision as to the status of the interconnection facility.¹⁵ In a subsequent decision, after the Michigan Commission determined that the interconnection facility should be classified

¹³ *Id.*

¹⁴ See *DTE Electric Co. v. Midcontinent Indep. Sys. Operator, Inc.*, 175 FERC ¶ 61,068 (2021).

¹⁵ *Id.* at PP 49 (“While noting that the “Commission is not bound by the Michigan Commission’s determination,” 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.”)

as a distribution asset, the Commission reiterated that “the Commission is not bound by the Michigan Commission’s determination,” and found that the Michigan Commission properly categorized the interconnection facility as a distribution asset, consistent with Commission precedent.¹⁶ Further, the Commission stated that it “has a long-standing policy to defer to state commissions with respect to **jurisdictional determinations** in an attempt to “avoid regulatory conflict,” including deferring “to recommendations by state regulatory authorities concerning where to draw the **jurisdictional line**...”¹⁷ Thus there is a clear difference in *DTE Electric*, where the Michigan Commission found (and the Commission agreed) that the subject facility should be classified as a distribution facility, and therefore subject to Michigan jurisdiction. Here, the jurisdictional lines of the Marengo Solar WMPA are not in question, so deferring to the ICC’s judgment is not appropriate nor is it consistent with the Commission’s policies as Marengo Solar suggests.¹⁸ For these reasons, the Commission should reject Marengo Solar’s Protest and November 8 Answer, and grant the September 19 Filing effective November 19, 2024.

As ComEd points out in its October 25 Answer, granting the relief sought by Marengo Solar has “potential to set a dangerous precedent: as long as a state-jurisdictional proceeding challenging a termination is filed, with or without merit, the Commission and PJM’s hands would be tied until the outcome of those state proceedings.”¹⁹ For reasons previously stated, deferring to the ICC’s judgment is not consistent with the Commission’s policies. More importantly here, where all parties agree that the two-party Interconnection Agreement was terminated, the analysis

¹⁶ See *DTE Electric Co. v. Midcontinent Indep. Sys. Operator, Inc.*, 180 FERC ¶ 61,222, at PP 47 (2022).

¹⁷ *Id.* at PP 46.

¹⁸ See November 8 Answer at 4 (“Whether the issue warranting state commission deference concerns the classification of facilities as distribution (as was the case in *DTE Electric*), or the effectiveness of a state-jurisdictional contract (as is the case here), the effect on the Commission’s judgment and action, per its policy, is the same—the Commission will defer to the state commission’s determination.”)

¹⁹ See *PJM Interconnection, L.L.C.*, Motion for Leave to Answer and Answer of Commonwealth Edison Company, Docket No. ER24-3076-000, at 7 (Oct. 25, 2024) (“ComEd’s October 25 Answer”).

should end here. By its plain terms, the Marengo Solar WMPA shall automatically be deemed terminated. PJM is simply acting to enforce the provisions of the Marengo Solar WMPA and requests the Commission to do the same, by accepting the Notice of Cancellation Filing as effective November 19, 2024.

IV. CONCLUSION

For the reasons stated above, in the Notice of Cancellation Filing, and in the October 25 Answer, 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.

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

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

Respectfully submitted,
/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

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 18th day of November, 2024.

/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