

183 FERC ¶ 61,170
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Willie L. Phillips, Acting Chairman;
James P. Danly, Allison Clements,
and Mark C. Christie.

Homer Solar Energy Center, LLC

Docket No. ER23-1575-000

ORDER GRANTING WAIVER REQUEST WITH CONDITIONS

(Issued June 8, 2023)

1. On April 3, 2023, pursuant to Rules 207(a)(5) and 212 of the Commission's Rules of Practice and Procedure,¹ Homer Solar Energy Center, LLC (Homer) submitted a petition for waiver of section 30.4.4.5.1 of Attachment X to the New York Independent System Operator, Inc.'s (NYISO) Open Access Transmission Tariff (OATT). Section 30.4.4.5.1 of the NYISO OATT provides that extensions of the commercial operation date for interconnection requests will not be considered material modifications if the proposed commercial operation date is within four years of the date on which NYISO completed the Class Year Facilities Study. To ensure that its interconnection agreement accurately reflects the commercial operation date of its 90 MW solar electric generating facility (Project), Homer requests waiver to permit it to include a commercial operation date in its draft interconnection agreement with NYISO that is beyond the timeframe provided in section 30.4.4.5.1. As discussed below, we grant Homer's waiver request with conditions.

I. Background

2. Section 30.4.4.5.1 of Attachment X to NYISO's OATT provides, in relevant part:

Extensions of the proposed Commercial Operation Date² will not be Material Modifications if . . . the proposed Commercial Operation Date is within four years from . . . the date the Developer and all other Developers remaining in the Class

¹ 18 C.F.R. §§ 385.207(a)(5), 385.212 (2022).

² Capitalized terms used but not otherwise defined in this order have the meanings ascribed to them in NYISO's OATT.

Year post security as part of a Class Year Interconnection Facilities Study (*i.e.*, completion of the Class Year).³

3. Section 30.4.4.5.2 of Attachment X to NYISO's OATT provides that a "Developer may request an extension of its Commercial Operation Date beyond the limit specified in Section 30.4.4.5.1." Section 30.4.4.5.2 of Attachment X to NYISO's OATT further provides, in relevant part:

Developer must have an executed Interconnection Agreement for the project or have an unexecuted Interconnection Agreement jointly filed at FERC by the ISO and Connecting Transmission Owner; and . . . demonstrate (via an Officer certification) that it has made reasonable progress against milestones set forth in the Interconnection Agreement (*e.g.*, completion of engineering design, major equipment orders, commencement and continuation of construction of the Large Facility and associated System Upgrade Facilities, as applicable). If Developer has requested an unexecuted Interconnection Agreement be filed with FERC, Developer must meet this requirement within sixty (60) days of a FERC Order on the unexecuted Interconnection Agreement.⁴

4. Homer states that it is a wholly owned, indirect subsidiary of EDF Renewables, Inc.⁵ Homer explains that it is a special purpose entity created to own and operate the Homer Solar Energy Center, which has a total nameplate capacity of 90 MW. Homer states that in April 2020, New York State passed the Accelerated Renewable Energy Growth and Community Benefit Act (Act).⁶ Homer explains that the Act was intended to assist New York State in achieving the renewable energy production and greenhouse gas emission reduction goals of the Climate Leadership and Community Protection Act by establishing an expedited process for reviewing renewable energy projects, which is

³ NYISO, NYISO Tariffs, NYISO OATT, attach. X § 30.4 (Queue Position) (7.0.0), §§ 30.4.4.5, 30.4.4.5.1, 30.4.4.5.1.1.

⁴ NYISO, NYISO Tariffs, NYISO OATT, attach. X § 30.4 (Queue Position) (7.0.0), §§ 30.4.4.5.2, 30.4.4.5.2.1, 30.4.4.5.2.2.

⁵ Waiver Request at 3.

⁶ Accelerated Renewable Energy Growth and Community Benefit Act, 2020 N.Y. Laws ch. 58, pt. JJJ, §7(2).

contained in section 94-c of NYS Executive Law.⁷ Homer clarifies that, in March 2021, regulations providing details regarding the process and substance required to be followed for projects proceeding under section 94-c of NYS Executive Law were enacted.⁸ Homer states that it became one of the first renewable energy developers to file an application under the section 94-c process and that it diligently cured any deficiencies in its application.⁹ Homer adds that the Office of Renewable Energy and Siting (ORES) issued a final siting permit to Homer on January 9, 2023. Homer states that, upon submission and approval of necessary compliance filings, Homer may begin construction of the Project. Homer adds that under ORES' regulations, siting permits automatically expire if the Project does not achieve commencement of commercial operation within seven years from the date of issuance.¹⁰

5. Homer also states that on July 21, 2020, the New York State Energy Research and Development Authority (NYSERDA) issued a request for proposals for the procurement of renewable energy credits from eligible large scale renewable energy projects. Homer states that it submitted a bid on October 21, 2020, and NYSERDA announced that Homer's Project had been selected on April 22, 2021. Homer states that it executed a Renewable Energy Services Agreement with NYSERDA on March 23, 2021.

6. Homer states that it was a member of NYISO's 2019 Class Year Study, which concluded on February 8, 2021.¹¹ Homer states that NYISO tendered a draft interconnection agreement to Homer on or about March 23, 2021. Homer adds that since NYISO tendered the draft interconnection agreement, Homer has been diligently negotiating the terms of the agreement with its connecting transmission owner, National Grid, d/b/a Niagara Mohawk Power Corporation. Homer states that the interconnection agreement has not yet been executed by the parties.

7. Homer states that, pursuant to section 30.4.4.5.1 of Attachment X to NYISO's OATT, the last date for achieving commercial operation that Homer is able to propose in

⁷ Waiver Request at 3-4.

⁸ *Id.* at 11. Homer explains that, prior to the enactment of section 94-c of NYS Executive Law, Homer was proceeding in the former process for siting renewable energy projects in New York under NY Public Service Law Article 10. *Id.*

⁹ *Id.* at 4.

¹⁰ *Id.* at 4 (citing 19 NYCRR § 900.6-1(h)).

¹¹ *Id.* at 5.

the Project's draft interconnection agreement is February 8, 2025.¹² Homer states that, on January 10, 2023, National Grid advised Homer that it would take over two years to construct the necessary interconnection facilities. Homer asserts that, after receiving this information, it opted to construct the interconnection facilities and recirculated an interconnection agreement with a commercial operation date of February 8, 2025. However, Homer states that, on February 23, 2023, National Grid advised Homer that it would not sign an interconnection agreement with a February 8, 2025 commercial operation date because National Grid did not believe that the date was achievable. Homer states that it has since been advised by National Grid that it will likely take 33 months from the commencement of engineering to reach the in-service date. Homer states that it recently requested that National Grid provide an Engineering, Procurement, and Construction Agreement (EPC Agreement), so that work on the interconnection facilities can proceed while its waiver request is pending.

II. Waiver Request

8. Homer states that it is seeking a one-time waiver of section 30.4.4.5.1 of Attachment X to NYISO's OATT to ensure that the interconnection agreement accurately reflects the Project's estimated commercial operation date.¹³ Homer states that, given the expected timelines for procurement and installation of Project components and based on National Grid's estimate of 33 months to design and construct interconnection facilities, Homer currently anticipates that the Project will achieve commercial operation on or before April 30, 2026. Homer asserts that its waiver request is substantially similar to that recently granted by the Commission.¹⁴

9. Homer states that it cannot enter into an interconnection agreement representing that the commercial operation date will occur by February 8, 2025.¹⁵ Homer contends that, absent waiver, NYISO will consider any extension beyond the four years provided in section 30.4.4.5.1 to constitute a material modification, thereby forcing Homer to file a new interconnection request and participate in a future Class Year Study.¹⁶ Homer states that because the 2023 Class Year has already commenced, and the fact that it historically takes two years for a Class Year Study to complete, Homer would not be able to enter

¹² *Id.* at 6.

¹³ *Id.* at 6.

¹⁴ *Id.* at 7 (citing *Empire Offshore Wind, LLC*, 177 FERC ¶ 61,215 (2021) (*Empire Wind*)).

¹⁵ *Id.*

¹⁶ *Id.* at 7-8.

another Class Year until 2025.¹⁷ Homer states that if it is forced to delay construction until the completion of the 2025 Class Year Study—which is likely to take place in 2027—Homer will violate the terms of its agreement with NYSERDA and will not satisfy the seven-year commercial operation date deadline in the siting permit issued by ORES.

10. Homer states that if further extension is required beyond April 30, 2026, ample progress toward interconnection agreement milestones will have been made and Homer will utilize the extension provision in section 30.4.4.5.2.2 of Attachment X to NYISO's OATT, which requires that an interconnection agreement is filed with the Commission and reasonable progress has been made toward milestones set forth in the interconnection agreement. Homer argues that its waiver request satisfies the Commission's criteria for granting waiver.

11. First, Homer contends that the waiver request is made in good faith.¹⁸ Homer states that it has been working in good faith on the development of the Project since 2019. Homer adds that it has already made significant efforts to meet a February 8, 2025 commercial operation date, including pursuing the necessary ORES siting permit over the past several years and posting security for network upgrades.¹⁹

12. Homer further states that since NYISO tendered the draft interconnection agreement to Homer in March 2021, it has been working with National Grid to come to an agreement on its terms. Homer states that it has carefully tailored its waiver request to allow the minimum extension necessary of the four-year deadline established in NYISO's OATT. Homer commits to continue to make the substantial investments required for the Project's construction.

13. Second, Homer asserts that its waiver is limited in scope because it is a one-time, prospective waiver of the requirement in section 30.4.4.5.1 of Attachment X to NYISO's OATT and approval of the April 30, 2026 commercial operation date.²⁰ Homer also states that the waiver is limited to the Project and therefore does not involve any other generating facility seeking interconnection service under NYISO's OATT.

¹⁷ *Id.* at 8.

¹⁸ *Id.* at 11.

¹⁹ *Id.* Homer states that it has posted over \$13 million in non-refundable security for the Project's network upgrades. *Id.*

²⁰ *Id.* at 14.

14. Third, Homer argues that the waiver is required to remedy a concrete problem.²¹ Homer states that the last date for commercial operation that NYISO's OATT allows to be included in the interconnection agreement is inconsistent with the realities of the time required for construction of Homer's Project and associated interconnection facilities.²² Specifically, Homer states that, pursuant to Attachment X to NYISO's OATT, developers and the connecting transmission owner are encouraged to execute an interconnection agreement within six months after it is tendered.²³ Homer states that, assuming that an interconnection agreement can be negotiated within six months, and the connecting transmission owner takes 33 months to construct interconnection facilities and reach an in-service date, this leaves little room for error to achieve commercial operation within 48 months, as required under NYISO's OATT. Moreover, Homer asserts that NYISO's OATT requires that a developer achieve a regulatory milestone within six months of the interconnection agreement being tendered, which in New York, for large renewable projects, is achieved when ORES determines an application to be complete.²⁴ Homer further states that, once an application is deemed complete by ORES, a final siting permit must be issued within one year. Accordingly, Homer argues that, if a developer receives a siting permit 18 months (6 + 12 months) after the interconnection is tendered, and the connecting transmission owner takes 33 months to construct interconnection facilities, there is no way a project can achieve commercial operation within the required four years.²⁵ Furthermore, Homer argues that the Commission previously granted waiver to remedy similar problems in *Empire Wind*, where the Commission granted waiver of

²¹ *Id.* at 9.

²² *Id.*

²³ *Id.* (citing NYISO, NYISO Tariffs, NYISO OATT, attach. X § 30.3 (Interconnection Requests) (16.0.0), § 30.3.5).

²⁴ *Id.* at 9-10 (citing NYISO, NYISO Tariffs, NYISO OATT, attach. T § 26 (Cost Allocation Methodology for Schedule) (0.0.0), §§ 26.6.2.3.2, 25.6.2.3.1.1.8).

²⁵ *Id.* at 10. Homer notes that it is working with other NYISO stakeholders to amend NYISO's OATT to revise the milestone provisions of the NYISO OATT to better reflect the construction timeline requirements of renewable generating facilities. *Id.* at 14. Homer states, however, that the complexities and time requirements of the NYISO shared-governance process make it unlikely that any such amendment could obtain the stakeholder approval required for a filing with the Commission to become effective in enough time for Homer to execute its interconnection agreement and achieve commercial operation by February 8, 2025. *Id.* at 10.

section 30.4.4.5.1 of NYISO's OATT to allow a one-time modification of the commercial operation date in the draft interconnection agreement for the project.²⁶

15. Fourth, Homer states that the waiver request will not harm third parties.²⁷ Specifically, Homer states that the waiver request will not adversely impact NYISO or any market participant. Homer states that the Project has already completed all NYISO studies required for interconnection and has posted firm security for its network upgrades, thereby ensuring that no other interconnection project will be adversely impacted by any relief granted in this case. Homer adds that granting waiver will not excuse it from funding the network upgrades identified by NYISO or shift any of the costs of those facilities to other customers. Homer contends that removing it from the queue could jeopardize further development and construction of the Project and that such an outcome is contrary to New York State's renewable development and emission reduction goals.

III. Notice and Responsive Pleadings

16. Notice of Homer's filing was published in the *Federal Register*, 88 Fed. Reg. 22,442 (Apr. 13, 2023), with interventions and protests due on or before April 24, 2023. NYISO, NYSEERDA, and Niagara Mohawk Power Corporation (Niagara Mohawk) filed timely motions to intervene and comments. Alliance for Clean Energy New York (ACE NY) filed comments.

17. NYISO states in its comments that, due to a series of elections and decisions by Homer, the Project is the longest outstanding project in NYISO's interconnection queue.²⁸ NYISO explains that the Project entered NYISO's interconnection queue on January 30, 2008 and that the interconnection request was submitted by Homer's predecessor, Air Energy TCI, Inc. (TCI).²⁹ NYISO states that, in 2012, NYISO withdrew the Project from the interconnection queue for failure to meet the regulatory milestone required for the project to move forward. However, NYISO states that TCI requested, and the Commission granted, a waiver request permitting an extension of time that enabled the Project to meet the milestone and remain in the queue.³⁰ NYISO explains

²⁶ *Id.* (citing *Empire Wind*, 177 FERC ¶ 61,215).

²⁷ *Id.* at 12.

²⁸ NYISO Comments at 2.

²⁹ *Id.* at 3.

³⁰ *Id.* (citing *Air Energy TCI, Inc.*, 143 FERC ¶ 61,172 (2013); *Air Energy TCI, Inc.*, 142 FERC ¶ 61,005 (2013)).

that the Project then changed developers and was transformed from a wind facility to a solar facility.

18. NYISO states that the Project elected to enter 2019 Class Year, which concluded on February 8, 2021. NYISO adds that it tendered a draft interconnection agreement to Homer and National Grid on March 22, 2021. NYISO states that it has worked diligently with National Grid and Homer to negotiate the interconnection agreement, but that the negotiation has been delayed several times, in part to address Homer's requests for, and NYISO's and National Grid's assessments of, proposed modifications to the Project. NYISO states that the terms of the draft interconnection agreement are near final with the exception of addressing the Project's commercial operation date.

19. NYISO states that Homer and National Grid were unable to agree to a milestone schedule that was feasible for both parties and provides for an updated commercial operation date that falls within the four-year period. NYISO states that it cannot agree to execute an interconnection agreement with a commercial operation date that is not permitted by NYISO's OATT.³¹ NYISO states that because Homer does not have an executed interconnection agreement and has not requested that the agreement be filed unexecuted, Homer is not eligible under section 30.4.4.5.2 of Attachment X to NYISO's OATT for an extension of the commercial operation date beyond February 8, 2025. NYISO states that a further extension would require that Homer have an interconnection agreement on file with the Commission and demonstrate reasonable progress against milestones in that interconnection agreement.

20. Thus, NYISO contends, Homer's concrete problem appears to be that the Project does not yet have an interconnection agreement.³² NYISO states that the status of the interconnection agreement is due in part to actions by Homer, including the submission of post Class Year Study project modifications that have resulted in delays in completing the interconnection agreement for the Project. NYISO asserts that the time necessary to complete the construction of the interconnection facilities has become problematic for Homer because of such project modification requests that have impacted the timing of the execution of the interconnection agreement.³³ NYISO argues that this is different from *Empire Wind*, where the unique project timelines associated with offshore wind made it unable to meet a four-year construction timetable, even if the interconnection agreement was executed immediately after the completion of the Class Year.

³¹ *Id.* at 4.

³² *Id.* at 6.

³³ NYISO states that the estimated time for engineering, procurement and construction for the interconnection facilities is approximately 29 months. *Id.* n.14.

21. NYISO also points out that, under NYISO's interconnection procedures, Homer had the option of requesting that NYISO file its agreement with the Commission unexecuted if Homer was concerned with the timing of the completion of the agreement or disagreed with the parties concerning the provisions under negotiation, including the milestones. Homer elected not to pursue this option.³⁴ NYISO adds that its interconnection procedures provide the option for Homer to complete engineering design and place major equipment orders in advance of the execution of the interconnection agreement by entering into an EPC Agreement with the relevant connecting transmission owner.³⁵ NYISO acknowledges that Homer recently initiated discussions with National Grid to enter an Engineering and Procurement Agreement.³⁶

22. NYISO states that it cannot state unequivocally that no other interconnection project will be adversely impacted. NYISO also states that it has identified four projects in its interconnection queue that are proposing to connect at or near the Project's Point of Interconnection.³⁷ NYISO adds that construction sequencing issues may arise in the future with regard to other projects that rely on any of the upgrades or attachment facilities as required for the Project.³⁸

23. NYISO requests that if the Commission grants Homer's waiver request, waiver be conditioned on the following: (1) Homer providing NYISO and National Grid a revised, detailed milestone schedule for the draft interconnection agreement promptly following the Commission order that would support the requested April 30, 2026 commercial operation date; and (2) execution of an interconnection agreement within 30 calendar days of a Commission order or a request to file an unexecuted interconnection agreement at the Commission within this time period.³⁹

24. NYSERDA states that waiver of the requirements in section 30.4.4.5.1 of the NYISO OATT would facilitate a more expedient, cost effective, and efficient path to

³⁴ *Id.* n.15.

³⁵ *Id.* 6-7. NYISO, NYISO Tariffs, NYISO OATT, attach. X, § 30.9 (Engineering & Procurement (E&P) Agreement) (1.0.0).

³⁶ NYISO Comments at 7.

³⁷ *Id.* at 7 n.22.

³⁸ *Id.* at 7-8.

³⁹ *Id.* at 8.

commercial operation for Homer's Project.⁴⁰ NYSERDA states that, without waiver, Homer's NYISO project cost allocation security from the 2019 Class Year process would be in jeopardy, and the Project would need to restart the interconnection process.⁴¹ NYSERDA states that this loss of security, coupled with the additional cost and schedule impacts of restarting the interconnection process, would likely result in the Project defaulting on its NYSERDA Renewable Energy Standard agreement. NYSERDA states that, in the best case, this would result in the Project re-bidding at a higher price than the price awarded in NYSERDA's 2020 Renewable Energy Standard Request for Proposals. NYSERDA estimates that the Project would enter the next available Class Year, likely in 2025, which would mean that the Project would not reach commercial operation until 2029 or 2030 and would be more costly to ratepayers. NYSERDA states that, in the worst case, if waiver is not granted, the Project would be terminated.

25. ACE NY supports and recommends that the Commission grant Homer's waiver request.⁴² ACE NY states that waiver will enable the Project to move through NYISO's interconnection process without incurring a damaging delay, and, in doing so, will help New York in its effort to achieve its nation-leading clean energy goals in a timely manner.⁴³ ACE NY states that, absent waiver, the Project may be withdrawn from NYISO's queue and ultimately terminated.⁴⁴ ACE NY states that this costly outcome can be avoided by waiving the commercial operation date deadline.

26. Niagara Mohawk states that it does not oppose Homer's waiver request.⁴⁵ Niagara Mohawk states that it and Homer have negotiated the terms of the interconnection agreement in good faith and have agreed upon a series of development milestones for the Project to achieve commercial operation in April 2026.⁴⁶

⁴⁰ NYSERDA Comments at 1.

⁴¹ *Id.* at 2.

⁴² ACE NY Comments at 2.

⁴³ *Id.* at 1.

⁴⁴ *Id.* at 2.

⁴⁵ Niagara Mohawk Comments at 2.

⁴⁶ *Id.* at 1.

27. Niagara Mohawk states that granting Homer's waiver request would facilitate a fair and accurate development milestone schedule under the interconnection agreement, including the commercial operation date for the Project.⁴⁷

IV. Discussion

A. Procedural Matters

28. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2022), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

B. Substantive Matters

29. We grant Homer's request for waiver of section 30.4.4.5.1 of Attachment X to NYISO's OATT to enable Homer to designate the Project's commercial operation date in the interconnection agreement as April 30, 2026 with conditions requested by NYISO, as described below. The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.⁴⁸ We find that the circumstances of Homer's waiver request satisfy these criteria.

30. First, we find that Homer has acted in good faith. Homer has made reasonable efforts to meet a February 8, 2025 commercial operation date, including pursuing necessary permits and approvals over several years and posting security for network upgrades. Homer also requested that National Grid provide an EPC Agreement, so that work on the interconnection facilities can proceed while the waiver request is pending.

31. Second, we find that the waiver is limited in scope because it entails a one-time waiver of section 30.4.4.5.1 of Attachment X to NYISO's OATT to allow a one-time modification of the commercial operation date in the draft interconnection agreement for the Project to April 30, 2026. The waiver only applies to a single tariff requirement, does not relieve Homer of any financial or other requirements, and does not apply to any other facility. As Homer acknowledges, any further extensions of time that Homer may request would be governed by NYISO's OATT.

⁴⁷ *Id.* at 1-2.

⁴⁸ See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020); *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,059, at P 13 (2016).

32. Third, we find that waiver addresses a concrete problem. While we agree with NYISO that the circumstances of Homer's waiver request differ from *Empire Wind*,⁴⁹ we find that, based on the specific facts here, Homer has demonstrated that waiver will address a concrete problem. As Homer explains, the last date for commercial operation that NYISO's OATT allows to be included in the interconnection agreement is February 8, 2025. Homer asserts that, given the realities of the time required for construction and associated interconnection of Homer's Project, there is no way the Project can achieve commercial operation by that date.⁵⁰ Homer also asserts that National Grid advised Homer that it would not sign an interconnection agreement with a February 8, 2025 commercial operation date because National Grid did not believe that the date was achievable.⁵¹ Moreover, NYISO states that it cannot agree to execute an interconnection agreement with a commercial operation date that is not permitted by NYISO's OATT.⁵² Therefore, we find that granting waiver will allow Homer to execute the interconnection agreement that accurately reflects an estimated commercial operation date of April 30, 2026, avoiding withdrawal of the interconnection request and the subsequent delay of the Project.

33. Fourth, we find based on the record here that the requested waiver will not have undesirable consequences, such as harming third parties. There is no evidence that the waiver request affects any other facility seeking interconnection service under NYISO's OATT. Homer states that the Project has already completed all NYISO studies required for interconnection and has posted firm security for its network upgrades, thereby ensuring that no other interconnection project will be adversely impacted by the waiver. As Homer states, granting waiver will not excuse it from funding the network upgrades identified by NYISO or shift any of the costs of those facilities to other customers.

34. Given the unusual circumstances present here, including the long period that the Project has been pending in NYISO's interconnection queue, the uncontested representation by Niagara Mohawk that it has with Homer negotiated the terms of the interconnection agreement in good faith and together, they "have agreed upon [a] series of development milestones under the [i]nterconnection [a]greement that would enable the

⁴⁹ As NYISO recognizes, waiver of tariff requirements should not be construed as having any impact on the applicability of the same requirements to other projects. NYISO Comments at 5. The Commission considers requests on a case-by-case, fact-specific basis.

⁵⁰ Waiver Request at 9-10 (citing NYISO, NYISO Tariffs, NYISO OATT, §§ 26.6.2.3.2, 25.6.2.3.1.1.8).

⁵¹ *Id.* at 6.

⁵² NYISO Comments at 4.

90-megawatt Homer Solar Energy Center . . . to achieve a commercial operation date in April 2026,”⁵³ and NYISO’s uncontested representation that “the terms of the draft LGIA are near final with the exception of addressing the Project’s Commercial Operation Date,”⁵⁴ we grant waiver subject to the conditions requested by NYISO, as described below. Specifically, the waiver is granted with the following conditions: (1) Homer shall provide to NYISO and National Grid a revised, detailed milestone schedule for the draft interconnection agreement promptly following the issuance of this order that would support the requested commercial operation date of April 30, 2026; and (2) Homer shall either execute an interconnection agreement with Niagara Mohawk and NYISO or request that NYISO file an unexecuted interconnection agreement with the Commission, within 30 calendar days of the date of this order. As we note, the record indicates that Homer has already made significant progress on, and should be able to satisfy, these conditions.

The Commission orders:

Homer’s waiver request is hereby granted with conditions, as discussed in the body of this order.

By the Commission. (

S E A L)

Debbie-Anne A. Reese,
Deputy Secretary.

⁵³ Niagara Mohawk Comments at 1.

⁵⁴ NYISO Comments at 3.

Document Content(s)

ER23-1575-000.docx1