

CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION
TREATMENT OF ATTACHMENTS REQUESTED
PURSUANT TO 18 C.F.R. §§ 388.113

April 28, 2022

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Niagara Mohawk Power Corporation
Docket No. ER22-____-000

Filing of Small Generator Interconnection Agreements and
Request for CEII Treatment

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ and Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² Niagara Mohawk Power Corporation d/b/a National Grid (“Niagara Mohawk”) submits for filing the following Small Generator Interconnection Agreements with affiliated interconnection customers (collectively the “Agreements” and each individually an “Agreement”):

- (1) The Agreement between Niagara Mohawk and Bayside Solar LLC, designated as Service Agreement No. 2704 under the New York Independent System Operator, Inc.’s (“NYISO”) Open Access Transmission Tariff (“OATT”) (“Bayside Solar Agreement”);
- (2) The Agreement between Niagara Mohawk and Beta Solar LLC, designated as Service Agreement No. 2705 under the NYISO OATT (“Beta Solar Agreement”);

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

- (3) The Agreement between Niagara Mohawk and Central Solar LLC, designated as Service Agreement No. 2706 under the NYISO OATT (“Central Solar Agreement”);
- (4) The Agreement between Niagara Mohawk and Creek Solar LLC, designated as Service Agreement No. 2707 under the NYISO OATT (“Creek Solar Agreement”); and
- (5) The Agreement between Niagara Mohawk and Helmet Solar LLC, designated as Service Agreement No. 2708 under the NYISO OATT (“Helmet Solar Agreement”).³

Niagara Mohawk is filing the above-listed Agreements out of an abundance of caution. Niagara Mohawk respectfully requests treatment of an attachment to each of the Agreements as Critical Energy/Electric Infrastructure Information (“CEII”). Niagara Mohawk also requests that the Commission accept each Agreement effective as of the date agreed to by the parties and set forth in each Agreement, April 1, 2022.

I. Background

Niagara Mohawk is a public utility subject to the Commission’s jurisdiction that owns transmission facilities located in New York which have been placed under the operational control of the NYISO.

Bayside Solar LLC, Beta Solar LLC, Central Solar LLC, Creek Solar LLC, and Helmet Solar LLC (collectively, the “Solar Generators” and each individually a “Solar Generator”) are affiliated limited liability companies organized and existing under the laws of the State of Delaware. Each Solar Generator owns a photovoltaic system (ranging from 66.6 kilowatts (kW) to 500 kW in size) that includes solar modules and inverters, located on a building in Amherst, New York.

The photovoltaic systems connect with Niagara Mohawk facilities located at the State University of New York at Buffalo (“SUNY Buffalo”). Each Agreement states that the Solar Generator’s interconnection facilities will be used to transmit power from the

³ Each Agreement listed above is captioned as a Small Generator Interconnection Agreement (“SGIA”) because its terms and conditions are based upon the terms and conditions of the Commission-approved *pro forma* SGIA that was set forth in Appendix 7 of Attachment Z to the NYISO OATT at the time the Agreement was finalized. Niagara Mohawk uses this “modified SGIA” to document the interconnection of generators when the NYISO is not required to be a party to the interconnection agreement, resulting in SGIA’s that do not fully conform with the NYISO *pro forma* SGIA. Interconnection pursuant to each Agreement is not subject to the NYISO’s Small Generator Interconnection Procedures (Attachment Z to the NYISO OATT). The Agreements do not involve new interconnection requests to the NYISO, and thus the Agreements do not need to be three-party agreements that also include the NYISO as a party and track the NYISO *pro forma* SGIA. See *New Eng. Power Co.*, 109 FERC ¶ 61,364, at PP 12-13 (2004).

Solar Generator's photovoltaic system to the point of interconnection with Niagara Mohawk, to the extent that the power produced by the photovoltaic system is not consumed by load located at SUNY Buffalo.⁴ Niagara Mohawk believes the Solar Generators are qualifying facilities ("QFs"). Therefore, consistent with the Commission precedent on third-party sales discussed below in Section II of this transmittal letter, Niagara Mohawk is filing the Agreements out of an abundance of caution.

II. Filing Requirements and Description of the Agreement

Section 205 of the FPA authorizes the Commission to require utilities to file all rates and charges that are "for or in connection with," and all agreements that "affect or relate to," jurisdictional transmission or sales of electric energy.⁵ The Commission has provided guidance regarding some of the specific agreements that must be filed under this authority. Under Commission precedent, "[w]hen an electric utility interconnecting with a QF does not purchase all of the QF's output and instead transmits the QF's power in interstate commerce, the Commission exercises jurisdiction over the rates, terms, and conditions affecting or related to such service, such as interconnections."⁶

Niagara Mohawk recognizes that the Commission may find the Agreements to be jurisdictional agreements that must be filed. Therefore, Niagara Mohawk is submitting the Agreements for Commission acceptance.

Each Agreement submitted in this filing generally conforms with the *pro forma* SGIA set forth in Appendix 7 of Attachment Z to the NYISO OATT, with only limited modifications that include:

- Making Niagara Mohawk and the Solar Generator the only parties to the Agreement and omitting the NYISO as a party;
- Specifying that the Agreement has a term of twenty years, with the Solar Generator's option for successive one-year renewals afterwards,⁷ rather than the ten-year term contained in the NYISO *pro forma* SGIA;
- Describing the photovoltaic system, the respective Solar Generator and Niagara Mohawk interconnection facilities, and the respective scope of work and responsibilities of the Solar Generator and Niagara Mohawk;⁸

⁴ See Attachment 2 to each Agreement.

⁵ 16 U.S.C. §§ 824d(a), -(c).

⁶ *Standardization of Small Generator Interconnection Agreements & Procedures*, Order No. 2006, 111 FERC ¶ 61,220, at P 516 (2005).

⁷ See Article 3.2 of each Agreement.

⁸ See Attachment 2 to each Agreement.

- Specifying that the Solar Generator must comply with all applicable NYISO tariffs and procedures, and must comply with Niagara Mohawk's operating instructions and requirements and Electric System Bulletins to the extent they are not inconsistent with the terms of the Agreement, the NYISO OATT, or applicable NYISO procedures.⁹

A red-lined document showing the differences between each Agreement and the NYISO *pro forma* SGIA is provided in an attachment to this filing as described below.

III. Request for CEII Treatment

Pursuant to Section 388.113 of the Commission's regulations,¹⁰ Niagara Mohawk respectfully requests treatment of Attachment 3 to each Agreement as CEII. This Attachment 3 consists of a one-line diagram depicting the photovoltaic system facilities, interconnection facilities, metering equipment, and upgrades relevant to the Agreement. Attachment 3 contains sensitive infrastructure information that should not be publicly released. Niagara Mohawk further requests that the CEII designation remain in effect for at least five years from the date of this filing.

For these reasons, in the public version of each Agreement, as reflected in the filed tariff record, Attachment 3 has been omitted. The non-public version of Attachment 3 has been marked "CUI/CEII – **Do Not Release**". The non-public version of Attachment 3 is being filed as a CEII attachment to each Agreement included in this filing. Consistent with the Commission's regulations, Attachment F to this filing includes a proposed form of protective agreement.

IV. Effective Date

Niagara Mohawk requests that the Commission accept each Agreement effective as of the date agreed to by the parties and set forth in the Agreement – April 1, 2022. The Commission's regulations require service agreements to be filed not more than 30 days after service under such an agreement has commenced.¹¹ Niagara Mohawk is filing each Agreement within 30 days of the requested effective date.

V. Attachments

In addition to this transmittal letter, this filing includes the following attachments:

Attachment A-1	Public version of the Bayside Solar Agreement
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⁹ See Attachment 5 to each Agreement.

¹⁰ 18 C.F.R. §§ 385.113.

¹¹ 18 C.F.R. § 35.3(a)(2).

Attachment A-2	Non-public version of Attachment 3 to the Bayside Solar Agreement, which contains CEII
Attachment A-3	A red-lined document showing the differences between the Bayside Solar Agreement (with CEII omitted) and the NYISO <i>pro forma</i> SGIA
Attachment B-1	Public version of the Beta Solar Agreement
Attachment B-2	Non-public version of Attachment 3 to the Beta Solar Agreement, which contains CEII
Attachment B-3	A red-lined document showing the differences between the Beta Solar Agreement (with CEII omitted) and the NYISO <i>pro forma</i> SGIA
Attachment C-1	Public version of the Central Solar Agreement
Attachment C-2	Non-public version of Attachment 3 to the Central Solar Agreement, which contains CEII
Attachment C-3	A red-lined document showing the differences between the Central Solar Agreement (with CEII omitted) and the NYISO <i>pro forma</i> SGIA
Attachment D-1	Public version of the Creek Solar Agreement
Attachment D-2	Non-public version of Attachment 3 to the Creek Solar Agreement, which contains CEII
Attachment D-3	A red-lined document showing the differences between the Creek Solar Agreement (with CEII omitted) and the NYISO <i>pro forma</i> SGIA
Attachment E-1	Public version of the Helmet Solar Agreement
Attachment E-2	Non-public version of Attachment 3 to the Helmet Solar Agreement, which contains CEII
Attachment E-3	A red-lined document showing the differences between the Helmet Solar Agreement (with CEII omitted) and the NYISO <i>pro forma</i> SGIA
Attachment F	Proposed form of protective agreement

VI. Communications

Communications and correspondence regarding this filing should be addressed to the following individuals:

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VII. Service

Copies of this filing have been served on the Solar Generators, the NYISO, and the New York Public Service Commission.

VIII. Conclusion

For the reasons stated herein, Niagara Mohawk respectfully requests that the Commission accept the Agreements effective as of April 1, 2022.

Respectfully submitted,

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