

January 26, 2026

**By Electronic Delivery**

Honorable Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

Re: Filing of an Executed Engineering, Procurement, and Construction Agreement for the Class Year 2021 Long Island System Deliverability Upgrades among the New York Independent System Operator, Inc., Long Island Power Authority, Sunrise Wind LLC, and Holtsville Energy Storage, LLC; Request for Waiver of the 60-Day Notice Period; Docket No. ER26-\_\_\_\_-000

Dear Ms. Reese:

Pursuant to Section 205 of the Federal Power Act<sup>1</sup> and Section 35.13 of the Commission's regulations,<sup>2</sup> the New York Independent System Operator, Inc. ("NYISO") hereby tenders for filing an executed Engineering, Procurement, and Construction Agreement (the "EPC Agreement") in connection with the Class Year 2021 Long Island System Deliverability Upgrades entered into by the NYISO, Long Island Power Authority ("LIPA"), as the Affected Transmission Owner, and Sunrise Wind LLC ("Sunrise") and Holtsville Energy Storage, LLC ("Holtsville"), as the Developers (all parties to the EPC Agreement collectively, the "Parties").<sup>3</sup> The EPC Agreement is labeled as Service Agreement No. 2942 under the NYISO's Open Access Transmission Tariff ("OATT").

Sunrise is constructing an offshore wind-powered electricity generating facility interconnecting in New York (the "Sunrise Facility"), and Holtsville is constructing an energy storage facility located in Suffolk County, New York (the "Holtsville Facility" and together with the Sunrise Facility, the "Facilities"). The NYISO's Class Year Deliverability Study in its Class Year Interconnection Facilities Study ("Class Year Study") for Class Year 2021 and the related Additional SDU Study performed in conjunction with that study determined that certain upgrades on LIPA's system are required to enable the deliverability of the Facilities to the New York State Transmission System at the projects' requested level of Capacity Resource Interconnection Service ("Common System Deliverability Upgrades"). The Parties have developed and executed the EPC Agreement to govern the rates, terms, and conditions regarding the engineering, procurement, and construction of the Common System Deliverability Upgrades

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. § 35.13 (2025).

<sup>3</sup> Capitalized terms that are not otherwise defined in this filing letter shall have the meaning specified in Attachments S, X, or HH of the NYISO OATT, and if not defined therein, in the NYISO OATT and NYISO Market Administration and Control Area Services Tariff ("Services Tariff").

on the LIPA system. Pursuant to Section 25.7.13 of Attachment S and Section 40.3.1.2 of Attachment HH of the NYISO OATT, the EPC Agreement is based on the NYISO's *pro forma* Standard Large Generator Interconnection Agreement ("Pro Forma LGIA") contained in Attachment X to the OATT and conforms to the Pro Forma LGIA except as described in Part II of this letter.<sup>4</sup>

The NYISO respectfully requests that the Commission accept the EPC Agreement for filing. Further, as described in Part III of this letter, the NYISO respectfully requests a waiver of the Commission's prior notice requirements<sup>5</sup> to make the EPC Agreement effective as of January 9, 2026, which is the date of its full execution.

## I. BACKGROUND

The Sunrise Facility (Queue Position Nos 766/987) and the Holtsville Facility (Queue Position No. 956) participated in the Class Year Study for Class Year 2021. The Facilities will interconnect to certain facilities of LIPA that are part of the New York State Transmission System.

Both projects requested that the NYISO provide it with Energy Resource Interconnection Service and Capacity Resource Interconnection Service ("CRIS") for their interconnection of their projects to the New York State Transmission System.<sup>6</sup> As the projects requested CRIS, they were subject to the NYISO's Class Year Deliverability Study and the Additional SDU Study for Class Year 2021. The study determined that to obtain the requested CRIS, certain System Deliverability Upgrades must be constructed on LIPA's system (the Common System Deliverability Upgrades) in connection with the Sunrise Facility, the Holtsville Facility, and a third project – the Yaphank Energy Storage project (Queue Position No. 965), which project was subsequently

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<sup>4</sup> The Facilities participated in the Class Year Study for Class Year 2021 in accordance with the NYISO's Large Generator Interconnection Procedures in Attachment X of the NYISO OATT. Pursuant to the transition rules of the NYISO's new Standard Interconnection Procedures in Attachment HH of the OATT, the NYISO, LIPA, and Developers used the Standard Large Generator Interconnection Agreement located in Attachment X of the OATT as the template for this EPC Agreement. NYISO OATT Attach. HH § 40.3.1.2 ("For a Class Year Project for Class Year 2021 or prior Class Years or a Small Generating Facility for which the ISO is negotiating with the Interconnection Customer, Connecting Transmission Owner, Affected System Operator, and/or Affected Transmission Owner, as applicable, an interconnection agreement and/or Engineering, Procurement, or Construction Agreement(s) as of the effective date of the Standard Interconnection Procedures, the parties shall continue to negotiate, as applicable, the Standard Large Generator Interconnection Agreement, Small Generator Interconnection Agreement, and/or Engineering, Procurement, or Construction Agreement pursuant to the terms and forms set forth, as applicable, in Attachment X or Attachment Z to the ISO OATT.").

<sup>5</sup> See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, clarified, 65 FERC ¶ 61,081 (1993).

<sup>6</sup> An Interconnection Customer that seeks to interconnect its generating facility to the New York State Transmission System must obtain Energy Resource Interconnection Service. If an Interconnection Customer wants its facility to qualify as an Installed Capacity Supplier and to participate in the NYISO-administered Installed Capacity market, the Interconnection Customer must also obtain Capacity Resource Interconnection Service.

terminated.<sup>7</sup> Each developer accepted, and provided security to LIPA, for its portion of the estimated costs of the Common System Deliverability Upgrade determined in the Class Year 2021 studies.

The NYISO, LIPA, and Sunrise fully executed a Large Generator Interconnection Agreement on August 31, 2023, for the interconnection of the Sunrise Facility (OATT Service Agreement No. 2795).<sup>8</sup> The NYISO, LIPA, and Holtsville fully executed a Large Generator Interconnection Agreement on January 8, 2024, for the interconnection of the Holtsville Facility (OATT Service Agreement No. 2836).<sup>9</sup> As required by Section 25.7.13 in Attachment S of the NYISO OATT, the NYISO developed an engineering, procurement, and construction agreement among the NYISO, LIPA, Holtsville and Sunrise for the construction of the Common System Deliverability Upgrades.<sup>10</sup> Pursuant to the requirements in Section 25.7.13, the NYISO developed the EPC Agreement using the Pro Forma LGIA as modified to address only the engineering, procurement, and construction of the Common System Deliverability Upgrades.<sup>11</sup> The NYISO, LIPA, Holtsville and Sunrise have entered into the EPC Agreement to govern the rates, terms, and conditions pursuant to which LIPA will engineer, procure, and construct the Common System Deliverability Upgrades on LIPA's system ("EPC Services").

## **II. DESCRIPTION OF THE EPC AGREEMENT**

The EPC Agreement was fully executed on January 9, 2026, by the NYISO, LIPA, Sunrise, and Holtsville. Pursuant to Section 25.7.13 of Attachment S to the NYISO OATT, the EPC Agreement is based on the Pro Forma LGIA as modified to address only the engineering, procurement, and construction of the Common System Deliverability Upgrades, as described below. In particular, the Pro Forma LGIA has been modified: (i) to reflect the different purpose of the EPC Agreement, (ii) to reflect that the EPC Agreement concerns an Affected Transmission Owner and the Common System Deliverability Upgrades on its Affected System, (iii) to allocate the parties' responsibilities for the performance of the EPC Services and payment for such performance, and (iv) to set forth the scope of work, cost estimate, and milestone

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<sup>7</sup> With the termination of the Yaphank Energy Storage project, the NYISO determined that certain of the initially determined Common System Deliverability Upgrades were no longer required.

<sup>8</sup> See *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER23-2850-000 (Nov. 9, 2023).

<sup>9</sup> See *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER24-1312-000 (Apr. 22, 2024).

<sup>10</sup> See OATT Attach. S § 25.7.13 ("If a System Deliverability Upgrade is cost allocated to a Developer or multiple Developers and multiple Developers accept their System Deliverability Upgrade Project Cost Allocation and fund or commit to fund such System Deliverability Upgrades as required by Attachment S, the Developers, Connecting Transmission Owner(s), and Affected Transmission Owner(s) will cooperate with the ISO in development of an Engineering, Procurement and Construction Agreement to provide for the engineering, procurement and construction of the System Deliverability Upgrades on the Affected System.").

<sup>11</sup> See OATT Attach. S § 25.7.13. ("The Engineering, Procurement and Construction Agreement shall be consistent with the NYISO's Commission-approved Standard Large Generator Interconnection Agreement located in Appendix 2 to Attachment X of the OATT, modified to address only the engineering, procurement and construction of the System Deliverability Upgrades.")

schedule for the construction of the Common System Deliverability Upgrades. Accordingly, the Filing Parties respectfully request that the Commission accept the EPC Agreement for filing.

The EPC Agreement varies from the Pro Forma LGIA primarily as follows:

- The EPC Agreement concerns the Common System Deliverability Upgrades that will be constructed by LIPA and owned, operated, and maintained by LIPA as the Affected Transmission Owner. For these reasons, the EPC Agreement has been modified from the Pro Forma LGIA to reflect the different purpose of the agreement and the different terminology (*e.g.*, Affected Transmission Owner, Common System Deliverability Upgrades).
- The EPC Agreement addresses the performance of the EPC Services and will terminate upon the later of the completion of the EPC Services and the payment of related invoices and release or refund of any remaining Security.<sup>12</sup> For this reason, the EPC Agreement does not include the operating and maintenance requirements from the Pro Forma LGIA. The Common System Deliverability Upgrades will be incorporated into LIPA's system and operated and maintained by LIPA in the same manner as the rest of its system.<sup>13</sup>
- The cost responsibility, security, and invoicing provisions have been modified to describe the allocation of cost responsibility among the parties, including between the multiple Developers, for the Common System Deliverability Upgrades in a manner consistent with the requirements in the NYISO tariffs; to clarify the application of the Security consistent with the NYISO's tariff rules; and to reflect an advance payment approach agreed to by LIPA and Developers.<sup>14</sup>
- Each Developer has accepted, and posted Security to LIPA to cover, its portion of the costs of constructing the Common System Deliverability Upgrades in accordance with the Class Year Study requirements in Attachment S of the NYISO OATT. As described above, in addition to Sunrise's and Holtsville's projects, the NYISO identified the Yaphank Energy Storage project as contributing to the need for the Common System Deliverability Upgrades. Yaphank Energy Storage, LLC ("Withdrawn Developer") also accepted, and posted Security to LIPA to cover, its portion of the costs of constructing the Common System Deliverability Upgrades and subsequently withdrew from the NYISO's Interconnection Queue. Pursuant to Section 40.16.1.1.1 of the Attachment HH of the OATT, the security posted by a project that subsequently withdraws is subject to forfeiture to defray the costs that its withdrawal has on the costs of the upgrades required for other projects. The EPC

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<sup>12</sup> See EPC Agreement Article 2.2.

<sup>13</sup> See EPC Agreement Article 3.7.

<sup>14</sup> See EPC Agreement Articles 6 and 7.

Agreement addresses how the portion of the Security posted by Withdrawn Developer will be used with respect to the construction of the Common System Deliverability Upgrades consistent with the NYISO's tariff requirements concerning the use of such forfeited security.<sup>15</sup>

- LIPA will be responsible for all of the work to design, construct, install, and place in service the Common System Deliverability Upgrades. For this reason, the EPC Agreement does not include the requirements in the Pro Forma LGIA for a Developer's responsibilities concerning a Large Generating Facility or its options or responsibilities to perform work concerning Attachment Facilities or Stand Alone System Upgrade Facilities. Rather, the EPC Agreement describes LIPA's responsibilities with respect to the EPC Services.<sup>16</sup>
- The Parties agreed to modify the tax provisions from the Pro Forma LGIA (as located in Article 3.11 of the EPC Agreement), to reflect LIPA's tax status as a governmental entity.
- The parties agreed to modify the insurance rules (as located in Article 12.3 of the EPC Agreement) to establish that LIPA is the sole party responsible for satisfying the insurance requirements in connection with the work under the EPC Agreement as LIPA is performing all of the work under the EPC Agreement.
- The EPC Agreement does not include the provisions of the Pro Forma LGIA that govern the NYISO's provision of interconnection service to the Developers, which is addressed under interconnection agreements for the Facilities.
- As the Parties have already completed the interconnection studies necessary to determine the impact of the interconnection of the Facilities, the EPC Agreement does not include the provisions of the Pro Forma LGIA that address such studies.
- The EPC Agreement includes modifications recognizing LIPA's status as a non-jurisdictional utility pursuant to Section 201(f) of the Federal Power Act.<sup>17</sup>
- The EPC Agreement also includes minor clean-ups, updated cross-references, and revisions agreed upon among all of the Parties that are consistent with the terms of the EPC Agreement.

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<sup>15</sup> See EPC Agreement Articles 6 and 7.

<sup>16</sup> See EPC Agreement Articles 3-4.

<sup>17</sup> 16 U.S.C. § 824(f). See EPC Agreement Articles 2.1, 23.13, and 3.7.

**III. PROPOSED EFFECTIVE DATE AND REQUEST FOR WAIVER OF THE 60-DAY NOTICE PERIOD**

The NYISO requests an effective date of January 9, 2026, for the EPC Agreement, which is the date of its full execution. The NYISO respectfully requests that the Commission waive its prior notice requirement to permit the requested effective date. The Commission has previously permitted such agreements to become effective upon the date of execution.<sup>18</sup>

**IV. COMMUNICATIONS AND CORRESPONDENCE**

All communications and service in this proceeding should be directed to:

**For the NYISO<sup>19</sup>**

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<sup>18</sup> See, e.g., *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER22-2036-000 (August 3, 2022) (accepting engineering, procurement, and construction agreement as of its date of execution); see also, e.g., *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Letter Order, Docket No. ER15-2079-000 (August 5, 2015) (same); *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Letter Order, Docket No. ER11-2953-000 (April 7, 2011) (accepting interconnection agreement effective as of date of execution); *New York Independent System Operator, Inc. and Niagara Mohawk Power Corp.*, Letter Order, Docket No. ER08-985-000 (June 26, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority*, Letter Order, Docket No. ER08-861-000 (May 27, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority*, Letter Order, Docket No. ER08-699-000 (May 16, 2008) (same).

<sup>19</sup> The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2025) to permit service on counsel in both Washington, D.C. and Richmond, VA.

**V. DOCUMENTS SUBMITTED**

The NYISO submits the following documents with this filing letter:

- A clean version of the EPC Agreement (Attachment I);
- A blacklined version of the EPC Agreement showing the changes from the Pro Forma LGIA (Attachment II); and
- The signature pages for the EPC Agreement (Attachment III).

**VI. SERVICE**

A complete copy of this filing will be posted on the NYISO's website at [www.nyiso.com](http://www.nyiso.com). The NYISO will send an electronic link to this filing to the official representative of each of its customers and to each participant on its stakeholder committees. In addition, the NYISO will send an electronic copy of this filing to the New York State Public Service Commission and to the New Jersey Board of Public Utilities.

**VII. CONCLUSION**

Wherefore, the Joint Filing Parties respectfully request that the Commission accept the EPC Agreement for filing with an effective date of January 9, 2026.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan

New York Independent System Operator, Inc.

cc: Janel Burdick  
Emily Chen  
James Dawson  
Jignasa Gadani  
Leanne Khammal  
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