



Justin Atkins
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January 7, 2020

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

Re: *New York State Electric & Gas Corporation*
Docket No. ER20-____-000
Filing of Executed Engineering & Procurement Agreement

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act¹ and Part 35 of the regulations of the Federal Energy Regulatory Commission ("Commission"),² New York State Electric & Gas Corporation ("NYSEG"), an indirect subsidiary of Avangrid, Inc., hereby submits for filing an Engineering & Procurement Agreement ("E&P Agreement") by and between NYSEG and Canisteo Wind Energy LLC ("Canisteo Wind"). The E&P Agreement is designated as Service Agreement No. 2501 under the New York Independent System Operator, Inc.'s ("NYISO") Open Access Transmission Tariff ("OATT").

For the reasons set forth below, NYSEG respectfully requests that the Commission accept the E&P Agreement for filing effective December 31, 2019.

I. COMMUNICATIONS

All communications and service related to this filing should be directed to:

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¹ 16 U.S.C. § 824d (2012).

² 18 C.F.R. Pt. 35 (2016).



II. BACKGROUND AND DESCRIPTION OF THE E&P AGREEMENT

NYSEG is a public utility subject to the Commission's jurisdiction that own transmission facilities under the operational control of the NYISO.

Canisteo Wind Energy LLC is a Delaware limited liability company having its principal place of business at 1 S. Wacker Dr. #1800, Chicago, IL 60647. Canisteo Wind Energy LLC is proposing to interconnect the Canisteo Wind Project ("Project") at NYSEG's Bennett 115kV substation. The Project will be comprised of 90 GE 3.23 MW 130 series wind turbines distributed over twelve collector feeder systems (45 wind turbines on each system of six feeders) for a maximum potential generating capacity of 290.7 MW in summer and winter. To accommodate the Project, NYSEG or its affiliates or contractors must perform certain services to Canisteo Wind as the "Customer" and "Developer", including but not limited to, services set forth in Attachment A to the E&P Agreement.

NYSEG projects that the work to be performed under the E&P Agreement will be completed as set forth in paragraph 3.1 and Attachment A of the E&P Agreement, unless terminated earlier in accordance with the terms of the E&P Agreement. The E&P Agreement relates to the interconnection of the Canisteo Wind's electric generating facility located in the Towns of Cameron, Canisteo, Greenwood, Jasper, Troupsburg, and West Union, all in Steuben County, New York (the "Bennett Facility").

Pursuant to the E&P Agreement, Canisteo Wind will provide all information, documents and technical data required and deemed necessary by the Company to perform the Engineering & Procurement services as outlined in Attachment A of the E&P Agreement. The E&P Agreement sets forth the terms and conditions of this work and certain related commitments by Canisteo Wind. The E&P Agreement includes provisions addressing the performance of the work, confidentiality, liability and indemnification, and various standard provisions for utility engineering and procurement agreements.

NYSEG is performing these services at actual costs as set forth in Paragraph 4.1 of the E&P Agreement. The estimated cost is \$300,000 (as set forth in paragraph 4.1(a)), with the first payment of \$150,000 due on the date of execution of the E&P Agreement (as set forth in paragraph 4.1(b)), and the second payment of \$150,000 due within one month from the effective date (as set forth in paragraph 4.1(c)) of the E&P Agreement. As set forth in Paragraph 4.1, no payment security is required, and NYSEG has arranged a payment schedule so that NYSEG will not be required to perform work until the funding to pay for that work has been received. The process for compensation of "Additional Costs" is set forth in paragraph 4 of the E&P Agreement. The Commission should find the price of the services to be performed pursuant to the E&P Agreement to be just and reasonable because NYSEG will perform these services at actual cost (*i.e.*, its out-of-pocket expenses), and does not include any return on investment, carrying charge, or any other amount to be collected for profit.

III. REQUESTED EFFECTIVE DATE AND WAIVER

NYSEG respectfully requests that the Commission grant waiver of the 60-day notice requirement and accept the E&P Agreement with an effective date of December 31, 2019. Good cause exists to grant waiver. The Commission previously has granted waiver of the 60-day prior notice requirement where an agreement was filed within 30 days of the commencement of service. In addition, granting waiver is appropriate because it will ensure that the effective date of the E&P Agreement aligns with that agreed upon by the Parties. Granting the proposed effective date will have no adverse effect on Canisteo Wind, and will have no adverse effect on NYSEG or its customers.

To the extent necessary, NYSEG requests a waiver of any Commission regulation or requirement not otherwise satisfied by this filing in order to permit acceptance of the E&P Agreement, effective as requested.

IV. SERVICE

A copy of this filing will be served on Canisteo Wind and the NYISO.

V. CONTENTS OF FILING

In accordance with the Commission's eTariff regulations and other filing requirements,³ in addition to this transmittal letter this filing consists of the E&P Agreement (Attachment I).

VI. CONCLUSION

For the foregoing reasons, NYSEG respectfully requests that the Commission accept the E&P Agreement with an effective date of December 31, 2019.

Respectfully submitted,

/s/ Justin Atkins

*Counsel to New York State Electric & Gas
Corporation*

³ *Id.* § 35.7.