

August 7, 2015

By Electronic Delivery

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

Re: Filing of an Executed Transmission Facility Interconnection Agreement Among New York State Electric & Gas Corporation, Trans-Allegheny Interstate Line Company, and the New York Independent System Operator, Inc.; and Request for Waiver of the 60-Day Notice Period; Docket No. ER15-____-000

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act¹ and Section 35.12 of the Commission's regulations,² New York State Electric & Gas Corporation ("NYSEG"), Trans-Allegheny Interstate Line Company ("TrAILCo"), and the New York Independent System Operator, Inc. ("NYISO") (together, the "Joint Filing Parties") hereby tender for filing a transmission facility interconnection agreement ("Interconnection Agreement") between and among NYSEG, TrAILCo, and the NYISO (collectively, the "Parties") that was executed on August 6, 2015. The Interconnection Agreement is labelled as Service Agreement No. 2232 under the NYISO's Open Access Transmission Tariff ("OATT").³

As described in Part I below, the Interconnection Agreement concerns the construction and interconnection of a substation, which will be owned by TrAILCo and under the operational control of PJM Interconnection, L.L.C. ("PJM"), with a transmission line owned by NYSEG and under the operational control of the NYISO. As PJM indicated that the substation is required to be in-service within a limited timeframe to address a reliability need identified by PJM, the Commission has granted TrAILCo a one-time waiver from the requirement that its project be evaluated under the NYISO's Standard Large Facility Interconnection Procedures set forth in Attachment X (Section 30) of the OATT.⁴ Instead, the project was evaluated under the NYISO's

¹ 16 U.S.C. § 824d (2014).

² 18 C.F.R. § 35.12 (2014).

³ The NYISO files New York Transmission Owners' wires-to-wires interconnection agreements with the Commission on behalf of New York Transmission Owners with a NYISO Services Agreement number. *See, e.g.*, New York Independent System Operator, Inc., and Consolidated Edison Company of New York, Inc., Letter Order, Docket No. ER15-1845-000 (July 17, 2015) (accepting Transmission Owners' interconnection agreement filed by the NYISO with a NYISO Services Agreement number).

⁴ *See PJM Interconnection, L.L.C and Trans-Allegheny Interstate Line Company, Order Granting Tariff Waiver Request*, 144 FERC ¶ 61,060 (2013) ("TrAILCo Waiver Order").

transmission expansion process contained in Section 3 of the OATT. As a result of the waiver, TrAILCo's project was not generally subject to the NYISO's interconnection process requirements, and TrAILCo and NYSEG are not required to enter into the *pro forma* Large Generator Interconnection Agreement ("Pro Forma LGIA") contained in Attachment X. However, given these unique circumstances, TrAILCo, NYSEG, and NYISO agreed that it was appropriate for the NYISO to be a party to the Interconnection Agreement.

The Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing.⁵ While the interconnection is not subject to terms of the Pro Forma LGIA, the Interconnection Agreement developed by the Parties is generally consistent with the Pro Forma LGIA as described in Part II below. Further, as described in Part III of this letter, the Joint Filing Parties respectfully request a waiver of the Commission's prior notice requirements⁶ to make the Interconnection Agreement effective as of August 8, 2015, which is the date following the date of filing.

I. BACKGROUND

TrAILCo is constructing a substation near the town of Mainesburg, Pennsylvania that is required under PJM's Regional Transmission Expansion Plan to address a reliability need ("Mainesburg Substation"). Once constructed, the Mainesburg Substation will be under the operational control of PJM. The New York State Transmission System operated by the NYISO expands into Pennsylvania via a 345 kV transmission line owned by NYSEG that runs from the Watercure Road substation in New York to the Homer City substation in Pennsylvania ("Watercure Line"). The Mainesburg Substation will interconnect with, and electrically bifurcate, the Watercure Line into two segments that are both owned by NYSEG and operated by the NYISO as part of the New York State Transmission System: (i) the Watercure Road to Mainesburg Substation segment, and (ii) the Mainesburg Substation to Homer City segment.

The NYISO's OATT contains both a transmission expansion process in Section 3 of the OATT and an interconnection process in Attachment X of the OATT. When the Mainesburg Substation project was introduced, the NYISO determined that it did not fit within the definition of projects eligible to be evaluated under the transmission expansion process. For this reason, the NYISO determined that the project had to be evaluated pursuant to its interconnection process in Attachment X. PJM and TrAILCo raised concerns regarding the timing to complete the interconnection process given the short timeframe for resolving the reliability need identified by PJM. They requested that the Commission grant a one-time, limited waiver of the NYISO tariff requirements to permit the Mainesburg Substation to be evaluated under the transmission expansion process.⁷ Due to the impending reliability need, the Commission granted the

⁵ TrAILCo and PJM will be separately filing the Interconnection Agreement with PJM Service Agreement No. 4239.

⁶ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, *clarified*, 65 FERC ¶ 61,081 (1993).

⁷ TrAILCo Waiver Order at PP 2-6.

requested limited, one-time waiver,⁸ and the NYISO performed a System Impact Study for the project under the transmission expansion process requirements set forth in Section 3 of the OATT.

As a result of the granted waiver, the TrAILCo project was not required to proceed through the NYISO's Standard Large Facility Interconnection Procedures set forth in Attachment X. However, TrAILCo, NYSEG, and NYISO agreed that it was appropriate for the NYISO to be a party to the Interconnection Agreement because, were it not for the limited, one-time interconnection process waiver granted here, the NYISO would be required by its OATT to be a party to the Interconnection Agreement, which governs the rates, terms, and conditions regarding the interconnection of the Mainesburg Substation to the New York State Transmission System. While the Parties were not required to enter into the Pro Forma LGIA, the Interconnection Agreement developed by the Parties is generally consistent with the Pro Forma LGIA as described in Part II below.⁹

II. DESCRIPTION OF INTERCONNECTION AGREEMENT

The rates, terms, and conditions of the Interconnection Agreement were agreed to by the Parties and are generally consistent with the Pro Forma LGIA. The primary differences between the Interconnection Agreement and the Pro Forma LGIA reflect: (i) the unique circumstances of the agreement, which addresses the interconnection of transmission facilities operated by PJM with those operated by the NYISO, and (ii) the application of the agreement to transmission facilities, rather than generation facilities. Key differences include:

- The Interconnection Agreement specifies TrAILCO's and NYSEG's responsibilities for the design, construction, ownership, operation and maintenance of the System Upgrade Facilities that interconnect the Mainesburg Substation to the Watercure Line that is part of the New York State Transmission System. For this reason, the Interconnection Agreement does not include developer's options for performing such work. In addition, as the facilities to be constructed under the Interconnection Agreement are defined as System Upgrade Facilities, references to Attachment Facilities have been removed.
- The Interconnection Agreement does not include the provisions in the Pro Forma LGIA that are specific to the interconnection of a generating facility, as the agreement concerns transmission facilities.
- The Interconnection Agreement enables NYSEG to direct TrAILCo, on its own or at the NYISO's direction, to perform certain operations at the Mainesburg Substation in the event of an Emergency, to ensure that the NYISO and NYSEG have sufficient

⁸ TrAILCo Waiver Order at PP 12-17.

⁹ As the Parties are not subject to the terms of the Pro Forma Agreement, the Interconnection Agreement is not subject to the Commission's high standard for accepting variations from the Pro Forma LGIA.

operational control over the segment of the Watercure Line that is bound by the Mainesburg and Homer City substations, which are both under the operational control of PJM.

- The Interconnection Agreement includes metering, communication, operating, system protection, outage, and emergency state requirements that differ in part from the Pro Forma LGIA to address the fact that the interconnection connects transmission facilities under the separate operational control of the NYISO and PJM, which have different technical requirements that must be satisfied by the appropriate transmission owner.
- Unlike the Pro Forma LGIA, the Interconnection Agreement does not include references to the NYISO's interconnection studies in Attachment X of the OATT as the Mainesburg Substation was not evaluated under that process.
- The Interconnection Agreement includes specific requirements associated with ensuring that the Watercure Line is placed back in-service in the event of issues with the interconnection of the Mainesburg Substation or in response to the disconnection of the substation.
- PJM was added as a signatory to the Agreement consistent with Commission precedent to ensure that it is kept fully apprised of the matters addressed herein, so that it may be kept aware of any reliability and planning issues that may arise.¹⁰
- Additional differences agreed upon by Parties to reflect the unique circumstance of the interconnection.

The Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing.

III. EFFECTIVE DATE AND REQUEST FOR WAIVER

The Joint Filing Parties request an effective date of August 8, 2015, for the Interconnection Agreement, which is the day following the date of this filing. The Joint Filing Parties respectfully request that the Commission waive its prior notice requirement to permit the requested effective date. The Commission has previously granted waivers of its prior notice requirements to permit the requested effective dates for executed interconnection agreements.¹¹

¹⁰ See *American Electric Power Service Corporation*, 112 FERC ¶ 61,128 at P 10 (2005).

¹¹ See, e.g., *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Docket No. ER11-2953-000 (April 7, 2011) (accepting interconnection agreement effective as of date of execution); see also *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).

IV. COMMUNICATIONS AND CORRESPONDENCE

Communications regarding this filing should be directed to:

For the NYISO¹²

Robert E. Fernandez, General Counsel
Karen Georgenson Gach, Deputy General Counsel
* Christopher R. Sharp, Compliance Attorney
New York Independent System Operator, Inc.
10 Krey Boulevard
Rensselaer, NY 12144
Tel: (518) 356-6000
Fax: (518) 356-4702
csharp@nyiso.com

*Ted J. Murphy
Hunton & Williams LLP
2200 Pennsylvania Avenue, NW
Washington, D.C. 20037
Tel: (202) 955-1500
Fax: (202) 778-2201
tmurphy@hunton.com

*Michael J. Messonnier Jr.
Hunton & Williams LLP
951 East Byrd Street
Richmond, VA 23219
Tel: (804) 788-8200
Fax: (804) 344-7999
mmessonnier@hunton.com

For NYSEG:

*Jeffrey A. Rosenbloom
Director, NY Legal Services
New York State Electric & Gas Corporation
c/o Rochester Gas and Electric Corporation
89 East Avenue,
Rochester, NY 14649
Tel (585) 724-8132
Fax: (585) 724-8668
jeffrey_rosenbloom@rge.com

¹² The Joint Filing Parties respectfully request waiver of 18 C.F.R. § 385.203(b)(3) (2014) to permit service on counsel in multiple locations.

For TrAILCo:

*P. Nikhil Rao
Attorney
FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308
Phone: (330) 384-2422
pnrao@firstenergycorp.com
Counsel for the Applicants

Nicholas A. Giannasca
*Carlos E. Gutierrez
Davis Wright Tremaine LLP
1251 Avenue of the Americas, 21st Floor
New York, NY 10020-1104
Phone: (212) 603-6402
NicholasGiannasca@dwt.com
cgutierrez@dwt.com
Counsel for the Applicants

*Designated to receive service.

V. DOCUMENTS SUBMITTED

The NYISO submits the following documents:

- this filing letter;
- a clean version of the Interconnection Agreement (Attachment I);
- a blacklined version of the Interconnection Agreement showing the differences from the body of the Pro Forma LGIA (Attachment II); and
- the signature pages for the Interconnection Agreement (Attachment III).

VI. SERVICE

The NYISO will send an electronic link to this filing to the official representative of each of its customers, to each participant on its stakeholder committees, to the New York Public Service Commission, and to the New Jersey Board of Public Utilities. In addition, a complete copy of the documents included with this filing will be posted on the NYISO's website at www.nyiso.com.

VII. CONCLUSION

Wherefore, the Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing with an effective date of August 8, 2015.

Respectfully submitted,

/s/ Christopher R. Sharp

Christopher R. Sharp
Counsel for the
New York Independent System Operator, Inc.

/s/ Jeffrey A. Rosenbloom

Jeffrey A. Rosenbloom
Counsel for
New York State Electric & Gas Corporation

/s/ Carlos E. Gutierrez

Carlos E. Gutierrez
Counsel for
Trans-Allegheny Interstate Line Company