



Justin Atkins
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January 11, 2019

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. ER19-____-000
Filing of Executed Cost Reimbursement 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 a Cost Reimbursement Agreement ("Reimbursement Agreement") by and between NYSEG and Mid-Atlantic Interstate Transmission, LLC ("MAIT"). The Reimbursement Agreement is designated as Service Agreement No. 2444 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 Reimbursement Agreement for filing effective December 17, 2018.

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

NYSEG is a public utility subject to the Commission's jurisdiction that own transmission facilities under the operational control of the NYISO. MAIT is a public utility subject to the Commission's jurisdiction that owns transmission facilities under the operational control of the PJM Interconnection, L.L.C.

MAIT wishes to determine the requirements for Real-Time Automation Controller ("RTAC") modifications at the Goudey substation to provide revenue data for MAIT. MAIT has requested that NYSEG perform the work. NYSEG has agreed to perform the work requested through its contractor to modify the Goudey RTAC configuration, and configure it as necessary to support MAIT requirements for revenue metering data from the Goudey substation, along with other related engineering support, subject to reimbursement by MAIT of NYSEG's costs and expenses incurred in connection with the work.

On December 17, 2018, NYSEG and MAIT executed the Reimbursement Agreement. NYSEG projects that the work to be performed under the Reimbursement Agreement will be completed approximately 4 weeks (non-continuous) after NYSEG receives payment from MAIT.³

III. DESCRIPTION OF THE REIMBURSEMENT AGREEMENT

Pursuant to the Reimbursement Agreement, MAIT has agreed to pay for or reimburse NYSEG for all costs and expenses incurred by NYSEG and/or its affiliates in connection with the performance of the scope of work set forth in Exhibit A of the Reimbursement Agreement.⁴ The Reimbursement Agreement sets forth the terms and conditions of this work and certain related commitments by MAIT. The Reimbursement Agreement includes provisions addressing the performance and schedule of the work, liability and indemnification, insurance, regulatory and governmental approvals, and various standard provisions for utility cost reimbursement agreements.

NYSEG is performing these services at actual costs (defined as "Company Reimbursable Costs") as set forth in Article 1.0 of the Reimbursement Agreement. As set forth in Article 6.1 of the Reimbursement Agreement, NYSEG estimates the Company Reimbursable Costs, exclusive of any applicable taxes, to be \$14,000. The Commission should find the price of the services to be performed pursuant to the Reimbursement 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.

³ *Id.*, Exhibit B.

⁴ *Id.*, Exhibit A.

IV. REQUESTED EFFECTIVE DATE AND WAIVER

In accordance with the date of execution of the Reimbursement Agreement, NYSEG respectfully requests that the Commission accept the Reimbursement Agreement with an effective date of December 17, 2018.

Pursuant to Section 35.3(a)(2) of the Commission's regulations,⁵ the Commission requires that service agreements be filed not more than 30 days after service commences.⁶ Because service commenced under the Reimbursement Agreement (*i.e.*, the date of execution on December 17, 2018) less than 30 days from the date of this filing, the requested effective date is consistent with the Commission's regulations.

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 Reimbursement Agreement, effective as requested.

V. SERVICE

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

VI. CONTENTS OF FILING

In accordance with the Commission's eTariff regulations and other filing requirements,⁷ in addition to this transmittal letter this filing consists of a copy of the executed Reimbursement Agreement in PDF.

VII. CONCLUSION

For the foregoing reasons, NYSEG respectfully requests that the Commission accept the Reimbursement Agreement with an effective date of December 17, 2018.

Respectfully submitted,

/s/ Justin Atkins

Counsel to New York State Electric & Gas Corporation

⁵ 18 C.F.R. § 35.3(a)(2).

⁶ *Id.*

⁷ *Id.* § 35.7.