

July 26, 2019

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

**Re: Niagara Mohawk Power Corporation
Docket No. ER19-____-000**

**Filing of Engineering & Procurement Agreement with
Invenergy Wind Development LLC and Request for Waiver**

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 an Engineering & Procurement Agreement (“E&P Agreement”) between Niagara Mohawk and Invenergy Wind Development LLC (“Invenergy”).³ The E&P Agreement is designated as Service Agreement No. 2471 under the New York Independent System Operator, Inc.’s (“NYISO”) Open Access Transmission Tariff (“OATT”).

The E&P Agreement is an undisputed agreement to facilitate the performance of certain work that Invenergy has requested Niagara Mohawk to do to accommodate Invenergy’s proposed interconnection of a generating facility to Niagara Mohawk transmission facilities. Niagara Mohawk respectfully requests that the Commission waive its notice requirements to accept the E&P Agreement effective as of June 25, 2019, the effective date agreed to by the Parties.

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

³ Together, Niagara Mohawk and Invenergy are referred to in the E&P Agreement and in this transmittal letter as the “Parties.”

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.

Invenergy is a Delaware limited liability company having an office and place of business in Chicago, Illinois.

Invenergy is proposing to interconnect its 105.8 MW Number 3 Wind Project to Niagara Mohawk's 115 kV Taylorville-Boonville Lines 5 and 6 (the Interconnection Project). Invenergy and Niagara Mohawk contemplate negotiation of a Large Generator Interconnection Agreement ("LGIA") in connection with the proposed Interconnection Project.

Consistent with the NYISO OATT, the Parties have entered into the E&P Agreement to facilitate Niagara Mohawk's performance of certain engineering and procurement work for certain long-lead items in connection with the Interconnection Project prior to the Parties entering into the LGIA.⁴ Niagara Mohawk is willing to perform this work subject to: (i) reimbursement by Invenergy of all actual costs and expenses incurred by Niagara Mohawk in connection with the work; (ii) Invenergy's performance of all other duties, responsibilities, and obligations set forth in the E&P Agreement, including, without limitation, specified actions to be taken by Invenergy; and (iii) receipt of any and all required approvals as set forth in the E&P Agreement, in a form acceptable to Niagara Mohawk.⁵

II. Description of the E&P Agreement and Filing Requirements

Pursuant to the E&P Agreement, Invenergy will reimburse Niagara Mohawk for the actual costs and expenses incurred in connection with the work described above. The E&P Agreement sets forth the terms and conditions of this work and certain related commitments by Invenergy. The E&P Agreement includes provisions addressing the performance and schedule of the work, liability and indemnification, insurance, regulatory and governmental approvals, and various other standard provisions included in comparable utility agreements.

Section 205 of the FPA authorizes the Commission to require public utilities to file all rates and charges that are "for or in connection with," and all agreements that "affect or relate to," jurisdictional transmission service or sales of electric energy.⁶ The

⁴ Section 30.9 of Attachment X to the NYISO OATT states that prior to executing a Standard Large Generator Interconnection Agreement, a Developer (in this case, Invenergy) may, in order to advance the implementation of its interconnection, request and Connecting Transmission Owner (in this case, Niagara Mohawk) shall offer the Developer, an engineering and procurement agreement that authorizes the Connecting Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection.

⁵ E&P Agreement, Recitals, Sections 3.0, 7.0, and 18.0, and Exhibits A and B.

⁶ 16 U.S.C. §§ 824d(a)-(c).

E&P Agreement relates to Niagara Mohawk's recovery of costs for performing procurement and other work in connection with the Interconnection Project. Niagara Mohawk recognizes that the Commission may find the E&P Agreement to be a jurisdictional agreement that must be filed. For these reasons, Niagara Mohawk is filing the E&P Agreement for Commission acceptance.

The price of the work to be performed pursuant to the E&P Agreement will be just and reasonable because Niagara Mohawk will perform the work at actual cost.⁷ The Commission should therefore accept the E&P Agreement.

III. Effective Date and Request for Waiver

Niagara Mohawk respectfully requests that the Commission accept the E&P Agreement effective as of June 25, 2019, the effective date agreed to by the Parties. Pursuant to Section 35.11 of the Commission's regulations,⁸ Niagara Mohawk requests that the Commission grant waiver of the notice requirements set forth in Section 35.3(a)(2) of its regulations,⁹ to permit the requested effective date.

Good cause exists for the Commission to grant this waiver. Granting the waiver will accord with the intent of the Parties to make the E&P Agreement effective as of June 25, 2019, pursuant to the provisions of the agreement. Therefore, no prejudice will result to any party from granting the waiver. For these reasons, the Commission should find that good cause exists to grant the requested June 25 effective date.

IV. Attachments

In addition to this transmittal letter, this filing includes the E&P Agreement in Attachment A hereto.

⁷ See E&P Agreement, Article 1.0, at definition of "Company Reimbursable Costs".

⁸ 18 C.F.R. § 35.11.

⁹ 18 C.F.R. § 35.3(a)(2).

V. Communications and Service

Communications regarding this filing should be addressed to the following individuals, whose names should be entered on the official service list maintained by the Secretary for this proceeding:

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

VI. Conclusion

For the reasons stated herein, Niagara Mohawk respectfully requests that the Commission accept the E&P Agreement effective as of June 25, 2019.

Respectfully submitted,

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