

THIS FILING LETTER DOES NOT CONTAIN ANY CEIL. ATTACHMENTS I, II, AND IV DO NOT CONTAIN ANY PRIVILEGED OR CONFIDENTIAL INFORMATION. ATTACHMENT III INCLUDES A ONE-LINE DIAGRAM FOR WHICH CEIL DESIGNATION IS REQUESTED IN PART III BELOW, AND IS SUBMITTED SEPARATELY.

May 5, 2023

By Electronic Delivery

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

Re: Joint Filing of an Executed Transmission Facility Interconnection Agreement for the Astoria-Rainey Cable and Upgrades Concerning the Champlain Hudson Power Express Project (Queue Position Nos. 631 and 887) Among the New York Independent System Operator, Inc., Consolidated Edison Company of New York, Inc., New York Power Authority, and CHPE LLC; Request for Critical Energy Infrastructure Information Designation; and Request for Waiver of 60-Day Notice Period; Docket No. ER23-____-000

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act¹ and Section 35.13 of the Federal Energy Regulatory Commission's ("Commission") regulations,² the New York Independent System Operator, Inc. ("NYISO"), Consolidated Edison Company of New York, Inc. ("Con Edison"), and New York Power Authority ("NYPA") (together, the "Joint Filing Parties") hereby tender for filing an executed Transmission Facility Interconnection Agreement for the Astoria-Rainey Cable and upgrades concerning the Champlain Hudson Power Express project (NYISO Queue Position Nos. 631 and 887) (the "Interconnection Agreement"). The Interconnection Agreement is among the NYISO, Con Edison, NYPA, and CHPE LLC ("Champlain") as the Developer.³ The Interconnection Agreement is labeled as Service Agreement No. 2772 under the NYISO's Open Access Transmission Tariff ("OATT").

Champlain is constructing a 1,250 MW High Voltage Direct Current transmission facility ("Merchant Transmission Facility") that will run from the United States and Canada border to NYPA's Astoria Annex 345 kV Substation in Astoria, Queens, New York. As described below, Champlain elected to develop certain Elective System Upgrade Facilities in connection with this

¹ 16 U.S.C. § 824d.

² 18 C.F.R. § 35.13 (2022).

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

project,⁴ including a 345 kV cable running from NYPA's Astoria Annex Substation to Con Edison's Rainey Substation ("Astoria-Rainey Cable"), and is responsible for the costs of certain System Upgrade Facilities on Con Edison's system to address impacts on this Affected System.

The NYISO, Con Edison, NYPA, and Champlain agreed to enter into the Interconnection Agreement to govern the rates, terms, and conditions regarding the interconnection of the Astoria-Rainey Cable with Con Edison's system and the construction of the upgrades. The Interconnection Agreement is consistent with the NYISO's *pro forma* Standard Large Generator Interconnection Agreement located in Attachment X of the OATT ("Pro Forma LGIA"), as modified to address this interconnection and the related upgrades as described in Part II of this letter. The Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing. Further, as described in Part III of this letter, Con Edison requests that Figure A-1 in Appendix A of the Interconnection Agreement be protected from disclosure as Critical Energy Infrastructure Information ("CEII"). Finally, as described in Part IV of this letter, the Joint Filing Parties respectfully request a waiver of the Commission's prior notice requirements⁵ to make the Interconnection Agreement effective as of April 21, 2023, which is the date on which it was fully executed.

I. BACKGROUND

Champlain is developing a 1,250 MW Merchant Transmission Facility that will run from the United States and Canada border to NYPA's Astoria Annex 345 kV Substation in Astoria, Queens, New York. The Merchant Transmission Facility participated in the NYISO's Class Year Interconnection Facilities Study ("Class Year Study") for Class Year 2021 with NYISO Queue Position Nos. 631 and 887.⁶ The NYISO, NYPA, and Champlain have entered into a Merchant Transmission Facility Interconnection Agreement for the Merchant Transmission Facility. That agreement was fully executed on June 3, 2022 and was filed with and accepted by the Commission.⁷

As part of the Class Year Study for Class Year 2021, Champlain elected to develop certain Elective System Upgrade Facilities in connection with its project, including: (i) the 345 kV Astoria-Rainey Cable that - after construction and transfer consistent with the Merchant Transmission Facility Interconnection Agreement - will be owned by NYPA and run from NYPA's Astoria Annex Substation to Con Edison's Rainey Substation with related System Upgrade Facilities at the Rainey Substation ("Rainey Substation Upgrades") and (ii)

⁴ An Elective System Upgrade Facility is a System Upgrade Facility elected by the Developer pursuant to Section 25.6.1.4.1 of Attachment S to the NYISO OATT that is more extensive than the minimum facilities required to reliably interconnect a project and is reasonably related to the interconnection of the project.

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

⁶ The Interconnection Agreement addresses the interconnection of the 1000 MW transmission facility included in NYISO Queue Position No. 631, along with the 250 MW uprate to the transmission facility included in NYISO Queue Position No. 887.

⁷ *New York Independent System Operator, Inc., et al.*, Letter Order, Docket No. ER22-2151-000 (Aug. 19, 2022).

reconductoring the overhead 138 kV portion of Con Edison's Feeder # 34091 ("Reconductoring Upgrades"). In addition, the Class Year Study for Class Year 2021 identified certain impacts on Con Edison's transmission system as an Affected System and identified certain required upgrades at Con Edison's Rainey Substation ("Affected System Upgrade Facilities").

The NYISO, Con Edison, NYPA, and Champlain agreed to enter into the Interconnection Agreement to govern the terms for: (i) the interconnection of NYPA's Astoria-Rainey Cable at Con Edison's Rainey Substation and (ii) the construction of the Rainey Substation Upgrades, Reconductoring Upgrades, and Affected System Upgrade Facilities (collectively, the "Upgrades").

II. DESCRIPTION OF THE INTERCONNECTION AGREEMENT

The Interconnection Agreement was fully executed on April 21, 2023, by the NYISO, Con Edison, NYPA, and Champlain. The Interconnection Agreement substantially conforms to the language in the Pro Forma LGIA contained in Attachment X to the NYISO OATT with the following exceptions described below in this Part II. The Joint Filing Parties submit that the changes specified below satisfy the Commission's standard for variations from the Pro Forma LGIA, because unique circumstances exist that require a non-conforming agreement.⁸ Therefore, the Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement with the non-conforming changes.

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

- The Interconnection Agreement concerns the interconnection of a transmission facility – the Astoria-Rainey Cable – rather than a Large Generating Facility with related Attachment Facilities. For this reason, the Interconnection Agreement has been modified from the Pro Forma LGIA: (i) to reflect terminology concerning the transmission project in place of the terminology concerning generation projects in the Pro Forma LGIA, (ii) to reflect that the Astoria-Rainey Cable is a transmission facility, which has different operating characteristics and requirements than is required for a generation facility under the Pro Forma LGIA, and (iii) to address the use of Upgrades in place of Attachment Facilities, System Upgrade Facilities, and System Deliverability Upgrades.
- Con Edison will be responsible for designing, procuring, obtaining required permits for, constructing, and installing the Upgrades.⁹ Con Edison will then own and be responsible for the operation and maintenance of all Upgrades, which will be incorporated into Con Edison's system and operated and maintained by Con Edison in the same manner as the rest of its transmission facilities.¹⁰ Champlain will construct the Astoria-Rainey Cable in accordance with the Merchant Transmission Facility Interconnection Agreement among the NYISO, NYPA, and Champlain. NYPA will own the Astoria-Rainey Cable upon its construction and

⁸ See, e.g., *PJM Interconnection, LLC*, 111 FERC ¶ 61,163 at PP 10-11, *reh'g denied*, 112 FERC ¶ 61,282 (2005).

⁹ See Interconnection Agreement at Articles 5.1, 5.6, 11.2.

¹⁰ See Interconnection Agreement at Articles 5.1 and 10.1, Appendix A.

transfer consistent with the Merchant Transmission Facility Interconnection Agreement, and the Astoria-Rainey Cable will be incorporated into NYPA's system and operated and maintained by NYPA in the same manner as the rest of its transmission facilities.¹¹ For these reasons, the Interconnection Agreement specifies the parties' design, procurement, construction, operation, and maintenance responsibilities concerning the Upgrades.¹² The Interconnection Agreement does not include the requirements in the Pro Forma LGIA concerning 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.

- The Interconnection Agreement is a four-party agreement that addresses both the interconnection of Con Edison's and NYPA's transmission facilities and Champlain's payment obligations for the engineering, procurement, and construction of certain transmission facilities and Upgrades.¹³ Once these engineering, procurement, and construction services are completed, Champlain will no longer be a party to this agreement. For this reason, the Interconnection Agreement establishes requirements for the limited role of Champlain in this agreement and the termination of its role.¹⁴ In addition, as there are two transmission owners interconnecting, the parties replaced the term Connecting Transmission Owner in the Pro Forma LGIA with Con Edison and/or NYPA, as applicable.
- As Champlain will be a party to the Interconnection Agreement only for the duration of the performance of the engineering, procurement, and construction agreement, the insurance requirements were amended to account for Champlain maintaining insurance for this limited period of time.¹⁵
- The revenue metering required in connection with the Astoria-Rainey Cable will be located at NYPA's Astoria Annex Substation and addressed in the Merchant Transmission Facility Interconnection Agreement. For this reason, the metering requirements from the Pro Forma LGIA have been removed from this agreement, and the Interconnection Agreement clarifies that NYPA will provide operational metering information to Con Edison.¹⁶ In addition, the parties have agreed to revise the communication and operating requirements in Articles 8 and 9 to address NYPA's responsibilities under the applicable NYISO tariffs, procedures, and agreements and to clarify the Remote Terminal Unit obligations at the Rainey Substation.

¹¹ See Interconnection Agreement at Articles 9.3, 10.2, 11.1.

¹² See Interconnection Agreement Articles 5.1, 5.2, 10.1, 10.2, 11.1, 11.2.

¹³ The parties modified the agreement provisions that contemplate three parties to address four parties, such as the requirements for selecting and paying arbitrators in the event of a dispute to ensure an odd number of arbitrators. See Interconnection Agreement Article 27.

¹⁴ See Interconnection Agreement Article 2.3.1.

¹⁵ See Interconnection Agreement Article 2.3.1, 18.3.8, 18.3.15. As the insurance rules provide for certain insurance requirements to remain in effect for a set period of time following the termination of this Agreement, certain of Champlain's insurance requirements will survive by a set period its role in the agreement. See Interconnection Agreement Article 18.3.8.

¹⁶ See Interconnection Agreement Article 7 and Appx C. Section 6.

- Con Edison and the Developer agreed to modifications to the tax provisions applicable to those parties, so that the provisions apply to the Upgrades at issue under the Interconnection Agreement, rather than to a Large Generating Facility and related Attachment Facilities and Upgrades.¹⁷
- The parties agreed to modify the invoice provisions to provide for a prepayment approach that is detailed in Section 2 of Appendix B.¹⁸ In addition, the parties modified the Security requirements to address Champlain's provision of Security for the work under the Interconnection Agreement in accordance with the NYISO's Class Year requirements and to clarify the rules for the refund of Security following the completion of the Upgrades.¹⁹
- The parties modified Article 5.6 of the Interconnection Agreement to clarify which Upgrades would be subject to the NYISO's and Con Edison's operational control.
- The parties modified the Interconnection Agreement to account for the Astoria-Rainey Cable work being performed under the Merchant Transmission Facility Interconnection Agreement, including testing rules and information sharing.²⁰
- The parties agreed to clarify in Section 5 of Appendix C the applicable Con Edison standards and specifications that will apply to the work under the agreement consistent with NYISO tariff requirements.
- Article 29.2 of the Interconnection Agreement (consistent with Article 29.2 of the Pro Forma LGIA) provides for discrepancies or conflicts between or among terms and conditions of the cover agreement and its Appendices. The language of this article specifically provides that the terms and conditions of the cover agreement shall be given precedence over the Appendices, "except as otherwise expressly agreed in writing by the Parties." Exercising the rights afforded to them by this last clause, the parties added a provision to this article expressly agreeing that the terms and conditions of the Appendices shall take precedence over the provisions of the cover agreement in case of a discrepancy or conflict between or among the terms and conditions of same. The Commission has previously accepted this change to the Pro Forma LGIA.²¹
- Con Edison, NYPA, and Champlain are parties to several additional agreements associated with the work addressed in the Interconnection Agreement, which are described in Section 7 of Appendix C and include: (i) a security agreement between Con Edison and Champlain, and (ii) agreements concerning the use and occupancy of Con Edison's real property entered into or to be entered into between Con Edison, NYPA, and Champlain ("Additional

¹⁷ See Interconnection Agreement Article 5.12.

¹⁸ See Interconnection Agreement Article 12.1.

¹⁹ See Interconnection Agreement Articles 11.5, 12.2.

²⁰ See Interconnection Agreement Articles 5.4, 5.11, 6, 24.

²¹ See, e.g., *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER11-2199-000 (December 28, 2010) (accepting revision to Article 29.2 to reflect precedence of the terms and conditions in Appendices).

Agreements”). With regard to the interaction between the Interconnection Agreement and the contractual obligations set forth in the Additional Agreements, Section 7 of Appendix C provides that, except as otherwise described in Section 7 of Appendix C, “[i]t is the belief and intention of the Developer, NYPA, and Con Edison that nothing in the Additional Agreements conflict in any material way with [the Interconnection] Agreement.” Further, as stated in Section 7 of Appendix C, if Con Edison, NYPA, or Champlain becomes aware of a conflict, they will notify the other party promptly, so they can mutually agree upon an amendment, if needed, of the Additional Agreement. Finally, the parties clarified that the NYISO is not a party to, has no responsibility under, and shall have no liability in connection with these Additional Agreements.

- The Interconnection Agreement also includes minor additional clean-ups and revisions agreed upon among all of the parties that are consistent with the terms of the Interconnection Agreement.

III. REQUEST FOR CEII TREATMENT

Pursuant to Sections 388.112 and 388.113 of the Commission’s regulations,²² Con Edison requests that the one-line diagram included in Appendix A of the Interconnection Agreement be protected from disclosure as CEII.²³

The diagram in Appendix A, if disclosed, could pose a threat to the security and the reliability of the New York State bulk power system. The diagram provides more than simply the general location of critical infrastructure. Unlike publicly available maps of power transmission lines and generation and substation facilities, the schematic shows the exact nature and specific location of facilities used to maintain the reliability of the New York State bulk power system.

The diagram, in Con Edison’s assessment, reveals such critical information related to the facilities depicted and described therein that, if disclosed, could be useful to a person seeking to disable the power grid. Therefore, the disclosure of such information would pose a threat to the reliability of the New York State bulk power system and the health and safety of New York residents. Moreover, the information reveals CEII, which the Commission has determined to be exempt from mandatory disclosure under 5 U.S.C. § 552(b)(7)(F). The diagram has been omitted from the Public version of the Interconnection Agreement included in this filing.

²² 18 C.F.R. §§ 388.112 and 388.113 (2021).

²³ As required by Section 388.113(d)(1)(i) of the Commission’s regulations, Con Edison has described in the filing letter how the diagram in Appendix A satisfies the definition of critical energy infrastructure information as that term is defined in Section 388.113(c)(1). In addition, as required by Section 388.113(d)(1)(ii) the cover page of the filing letter and the relevant page of the Interconnection Agreement that contains critical energy infrastructure information are labelled as including CEII and marked DO NOT RELEASE, and a Public and CEII version of the Interconnection Agreement are being filed with this letter. The CEII material is redacted in the Public version. Finally, as required by Section 388.113(d)(1)(i), Con Edison requests that the Commission designate the CEII material submitted on May 5, 2023, with the full five-year CEII designation provided for in Section 388.113(e)(1) as the information provided in the diagram will continue to satisfy the definition of critical energy infrastructure information for this entire period.

The Joint Filing Parties are electronically submitting a non-public version of this filing. The figure is included only in the non-public version of the Interconnection Agreement in the filing. The non-public diagram is marked: “**FIGURE CONTAINS CEII – DO NOT RELEASE PURSUANT TO 18 C.F.R. §§ 388.112 and 388.113**”. The non-public information should be treated as CEII reviewable by Commission Staff. In accordance with the Commission’s April 14, 2017 notice on labeling of non-public information, each page of the non-public version of the filing is marked “**CUI//CEII**.”²⁴ A placeholder has been included in place of the non-public information in the public version of the Interconnection Agreement.

All communications relating to this request for privileged and confidential treatment should be addressed to Con Edison’s Counsel listed below.

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

The Joint Filing Parties request an effective date of April 21, 2023, for the Interconnection Agreement, which is the date of its full execution. The Joint Filing Parties respectfully request that the Commission waive its prior notice requirement to permit the requested effective date. The Commission has previously permitted interconnection agreements to become effective upon the date of execution.²⁵

V. COMMUNICATIONS AND CORRESPONDENCE

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

For the NYISO²⁶

Robert E. Fernandez, Executive Vice
President, General Counsel, & Chief
Compliance Officer
Karen Georgenson Gach, Deputy General
Counsel
*Sara B. Keegan, Assistant General Counsel
New York Independent System Operator, Inc.

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

²⁴ See Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff (Apr. 14, 2017) (unreported).

²⁵ See, e.g., *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); 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).

²⁶ The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2021) to permit service on counsel in both Washington, D.C. and Richmond, VA.

10 Krey Boulevard
Rensselaer, NY 12144
Tel: (518) 356-6000
Fax: (518) 356-4702
skeegan@nyiso.com

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

For Con Edison

*Paul A. Savage
Associate Counsel
Consolidated Edison Company of New
York, Inc.
4 Irving Place, Room 18-834
New York, NY 10003
Phone: (212) 460-2764
Fax: (212) 529-9265
savagep@coned.com

Shira R. Rosenblatt
Department Manager
Consolidated Edison Company of New
York, Inc.
4 Irving Place, Room 13-NW
New York, NY 10003
Phone: (212) 460-4786
Fax: (212) 529-1130
rosenblatts@coned.com

For NYPA

Lori A. Alesio, Interim Executive Vice President & General Counsel
*Nathan D. Markey, Principal Attorney
New York Power Authority
30 South Pearl Street
Albany, New York 12207
Tel: (518) 433-6731
Fax: (518) 433-6780
Nathan.Markey@nypa.gov

*Designated to receive service.

VI. DOCUMENTS SUBMITTED

The Joint Filing Parties submit the following documents with this filing letter:

- A clean Public version of the Interconnection Agreement (Attachment I);
- A blacklined Public version of the Interconnection Agreement showing the changes from the Pro Forma LGIA (Attachment II);
- A clean CEII version of the Interconnection Agreement (Attachment III); and

- The signature pages for the Interconnection Agreement (Attachment IV).

VII. SERVICE

A complete copy of this filing will be posted on the NYISO's website at 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 Public Service Commission and to the New Jersey Board of Public Utilities.

VIII. CONCLUSION

Wherefore, the Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing with an effective date of April 21, 2023.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan

Counsel for the

New York Independent System Operator, Inc.

/s/ Paul A. Savage

Paul A. Savage

Counsel for

Consolidated Edison Company of New York, Inc.

/s/ Nathan D. Markey

Nathan D. Markey

Counsel for

New York Power Authority

cc:	Janel Burdick	Emily Chen
	Matthew Christiansen	Robert Fares
	Jignasa Gadani	Jette Gebhart
	Leanne Khammal	Jaime Knepper
	Kurt Longo	David Morenoff
	Douglas Roe	Eric Vandenberg