

March 26, 2025

By Electronic Delivery
Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Joint Filing of an Executed Standard Upgrade Construction Agreement for the Scriba-Volney Series Reactor Project (NYISO Queue Position No. 899) Among the New York Independent System Operator, Inc., Niagara Mohawk Power Corporation d/b/a National Grid, and Sithe/Independence Power Partners, L.P.; Request for Waiver of the 60-Day Notice Period; Docket No. ER25-____-000

Dear Ms. Reese:

Pursuant to Section 205 of the Federal Power Act¹ and Section 35.13 of the Commission's regulations,² the New York Independent System Operator, Inc. ("NYISO") and Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") (each a "Party" and together, the "Filing Parties") hereby tender for filing an executed Standard Upgrade Construction Agreement ("Construction Agreement") for the Scriba-Volney Series Reactor Project (NYISO Queue Position No. 899) ("Series Reactor Project") entered into by the NYISO, National Grid, as the System Owner, and Sithe/Independence Power Partners, L.P. ("Sithe"), as the Developer.³ The Construction Agreement is labeled as Service Agreement No. 2880 under the NYISO's Open Access Transmission Tariff ("OATT").

The Filing Parties respectfully request that the Commission accept the Construction Agreement for filing. Pursuant to Section 22.11.2 of Attachment P of the OATT, the Construction Agreement is based on and consistent with the *pro forma* Standard Upgrade Construction Agreement ("Pro Forma Construction Agreement") contained in Attachment HH to the OATT, as modified to address Network Upgrade Facilities as part of a Transmission Project. The modifications are described in Part II of this letter. Further, as described in Part III of this letter, the Filing Parties respectfully request a waiver of the Commission's prior notice requirements⁴ to make the Construction Agreement effective as of March 12, 2025, which is the date of its full execution.

¹ 16 U.S.C. § 824d (2024).

² 18 C.F.R. § 35.13 (2024).

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

⁴ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, clarified, 65 FERC ¶ 61,081 (1993).

I. BACKGROUND

Sithe is developing the Series Reactor Project to relieve local thermal overloads under operating conditions identified on National Grid's system. The NYISO evaluated the Series Reactor Project in its Transmission Interconnection Procedures located in Attachment P of the OATT. The Transmission Interconnection Studies identified Network Upgrade Facilities required for the Series Reactor Project to connect reliably to the New York State Transmission System in a manner that meets the NYISO Transmission Interconnection Standard. Details regarding the Series Reactor Project, including the related Network Upgrade Facilities, are set forth in Appendix A of the Construction Agreement. National Grid will design and install the Series Reactor Project and Network Upgrade Facilities, which it will then own, operate, and maintain as part of its transmission system.

II. DESCRIPTION OF THE CONSTRUCTION AGREEMENT

The Construction Agreement was fully executed on March 12, 2025, by the NYISO, National Grid, and Sithe. Section 22.11.2 of Attachment P of the OATT establishes the requirements in the NYISO's Transmission Interconnection Procedures for Network System Upgrades. Pursuant to Section 22.11.2, the Standard Upgrade Construction Agreement for the Network System Upgrades shall be consistent with the NYISO's Pro Forma Construction Agreement located in Attachment HH of the OATT, as modified to address Network Upgrade Facilities that are required as part of a Transmission Project.⁵ Pursuant to these requirements, the Construction Agreement is based on and consistent with the Pro Forma Construction Agreement, as modified to address the fact that the Series Reactor Project will be constructed as part of National Grid's system and not as a separate Transmission Project interconnecting to National Grid's transmission system.⁶

⁵ The NYISO submitted its compliance filing in response to Order Nos. 2023 and 2023-A with the Commission on May 1, 2024, in Docket No. ER24-1915-000 with a requested effective date of May 2, 2024. The NYISO's compliance filing is currently pending with the Commission. As part of its compliance revisions, the NYISO has proposed that Network Upgrade Facilities for Transmission Projects studied under Attachment P use the new Standard Upgrade Construction Agreement in Attachment HH of the OATT as a template.

⁶ The NYISO submitted the Pro Forma Construction Agreement in Attachment HH of its OATT with the Commission on May 1, 2024, as part of the NYISO's compliance with Order Nos. 2023 and 2023-A with a requested effective date of May 2, 2024. Consistent with its requested May 2, 2024, effective date, the NYISO used the Pro Forma Construction Agreement form as the template for this Construction Agreement. The NYISO specifically addressed the potential timing issue in the Pro Forma Construction Agreement. In particular, Section 22.16 of the Pro Forma Construction Agreement and the Construction Agreement provides that if the Commission directs that the NYISO modify the Pro Forma Construction Agreement as part of the Order No. 2023 compliance proceeding, the Parties agree to amend the agreement to address these modifications. That is, if the Commission were not to accept the compliance modifications to the Pro Forma Construction Agreement in the Order No. 2023 proceeding, the Parties will amend this Construction Agreement to conform it with the agreement accepted by the Commission. The Commission has previously accepted agreements using pending pro forma forms that were subject to amendment based on the Commission's determination. See *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER16-1785-000 (July 19, 2016) (accepting filed operating agreement using a pro forma form that was still pending at the Commission, which agreement provided for parties to amend the agreement to incorporate any modifications to the underlying pro forma form directed by the Commission). If the Commission

The Construction Agreement varies from the Pro Forma Construction Agreement primarily as follows:

- The Construction Agreement concerns a Transmission Project and related Network Upgrade Facilities determined pursuant to the NYISO's Transmission Interconnection Procedures located in Attachment P to the OATT, rather than Affected Network System Upgrades, System Upgrade Facilities, or System Deliverability Upgrades determined pursuant to the NYISO's Interconnection Procedures in Attachments HH and S of the OATT. For this reason, the Construction Agreement has been modified: (i) to reflect the Transmission Project, Network Upgrade Facilities, and other Transmission Interconnection Procedures terminology and rules used in Attachment P in place of the terminology concerning Affected System Network Upgrades, System Upgrade Facilities, and System Deliverability Upgrades in the Pro Forma Construction Agreement,⁷ (ii) to reflect that the Upgrades addressed in the agreement are not Affected System Upgrade Facilities, System Upgrade Facilities, or System Deliverability Upgrades related to a project with a separate Interconnection Agreement,⁸ and (iii) to address the use of Network Upgrade Facilities determined pursuant to the NYISO's Transmission Interconnection Procedures located in Attachment P, rather than Affected System Network Upgrades, System Upgrade Facilities, or System Deliverability Upgrades determined pursuant to the NYISO's Interconnection Procedures in Attachment HH and S of the OATT.⁹
- As the Upgrades were evaluated in the NYISO's Transmission Interconnection Procedures in Attachment P to the OATT, the parties modified the Modification, Cost

determines that the modifications to the updated Pro Forma Construction Agreement that were submitted with the Order No. 2023 compliance filing and included in the Construction Agreement should instead be considered non-conforming revisions for purposes of this Construction Agreement, the NYISO requests that the Commission accept such changes due to the unique timing circumstances that require the non-conforming changes.

⁷ The Construction Agreement includes the following additional defined terms to address the different project type and terminology: Facilities Study, Network Upgrade Facilities, Transmission Interconnection Application, Transmission Interconnection Procedures, Transmission Interconnection Studies, and Transmission Project. The Construction Agreement does not include the following defined terms from the Pro Forma Construction Agreement that concern Affected System Network Upgrades, System Upgrade Facilities, and System Deliverability Upgrades that are addressed under the rules in Attachments HH and S of the OATT: Affected System, Affected System Interconnection Customer, Affected System Network Upgrades, Affected System Operator, Affected System Study, Affected Transmission Owner, Class Year Interconnection Facilities Study, Class Year Transmission Project, Cluster Study, Cluster Study Transmission Project, Connecting Transmission Owner, Facility, Generating Facility, Interconnection Agreement, Interconnection Request, System Deliverability Upgrades, and System Upgrade Facilities. The Construction Agreement modifies the following defined terms from the Pro Forma Construction Agreement to address the different project type and terminology: Applicable Reliability Standards, Interconnection Customer, and Upgrades.

⁸ See Articles 2.3.2, 2.4, and 3.6 of the Construction Agreement.

⁹ See Articles 3.3.1, 3.3.2, 3.11, 5.2.2, 12.1, 17.2, 17.3, and 22.3 of the Construction Agreement.

Responsibilities, and Security provisions to account for the rules in Attachment P of the OATT.¹⁰

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

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

The Filing Parties request an effective date of March 12, 2025, for the Construction Agreement, which is the date of its full execution. The Filing Parties respectfully request that the Commission waive its prior notice requirement to permit the requested effective date. The Commission has previously permitted agreements to become effective upon the date of execution.¹¹

IV. COMMUNICATIONS AND CORRESPONDENCE

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

¹⁰ See Articles 3.14, 5.1, and 5.2.1 of the Construction Agreement.

¹¹ 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).

For the NYISO¹²

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

*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

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

For National Grid

*Christopher J. Novak
Senior Counsel
National Grid
170 Data Drive
Waltham, MA 02451
Tel: 781-907-2112
Fax: 781-296-8091
Chris.Novak@nationalgrid.com

¹² The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2024) to permit service on counsel in both Washington, D.C. and Richmond, VA.

V. DOCUMENTS SUBMITTED

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

- A clean Public version of the Construction Agreement (Attachment I);
- A blacklined Public version of the Construction Agreement showing the changes from the Pro Forma Construction Agreement (Attachment II); and
- The signature pages for the Construction Agreement (Attachment III).

VI. SERVICE

On behalf of the Filing Parties, 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 Filing Parties respectfully request that the Commission accept the Construction Agreement for filing with an effective date of March 12, 2025.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan
*Counsel for the
New York Independent System Operator, Inc.*

/s/ Christopher J. Novak

Christopher J. Novak
*Counsel for Niagara Mohawk Power Corporation
d/b/a National Grid*

cc:	Janel Burdick	Jaime Knepper
	Emily Chen	Kurt Longo
	Jignasa Gadani	David Morenoff
	Jette Gebhart	Jason Rhee
	Leanne Khammal	Douglas Roe