

August 26, 2025

By Electronic Delivery

Honorable Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, D.C. 20426

Re: Joint Filing of an Amended and Restated Executed Engineering, Procurement, and Construction Agreement for the Cider Solar Project (Queue Position No. 811) Among the New York Independent System Operator, Inc., Rochester Gas and Electric Corporation, and Hecate Energy Cider Solar, LLC; 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 Rochester Gas and Electric Corporation ("RG&E") (together, the "Joint Filing Parties") hereby tender for filing an executed Amended and Restated Engineering, Procurement, and Construction Agreement ("Amended Agreement") in connection with the Cider Solar Project (NYISO Queue No. 811). The Amended Agreement has been entered into by the NYISO, RG&E, as the Affected System Operator, and Hecate Energy Cider Solar, LLC ("Hecate"), as the Developer (all parties to the Amended Agreement collectively, the "Parties").³ The Amended Agreement is labeled as Service Agreement No. 2856 under the NYISO's Open Access Transmission Tariff ("OATT").

The Joint Filing Parties respectfully request that the Commission accept the Amended Agreement for filing. The Amended Agreement conforms to the NYISO's *pro forma* Large Generator Interconnection Agreement ("Pro Forma LGIA") that is contained in Attachment X to the OATT with: (i) the changes required to convert this agreement into an engineering, procurement, and construction agreement, which were previously accepted by the Commission, and (ii) limited additional revisions for the amended version of the agreement described in Part I below.⁴ Further, as described in Part II of this letter, the Joint Filing Parties respectfully request

¹ 16 U.S.C. § 824d.

² 18 C.F.R. § 35.13 (2025).

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

⁴ Hecate's Facility participated in the NYISO's Class Year Interconnection Facilities Study for Class Year 2021. Pursuant to the transition rules of the NYISO's new Standard Interconnection Procedures, the NYISO,

a waiver of the Commission's prior notice requirements⁵ to make the Amended Agreement effective as of August 12, 2025, which is the date of its full execution.

I. Discussion

A. Background

The Amended Agreement supersedes the Engineering, Procurement, and Construction Agreement among the NYISO, RG&E, and Hecate that was filed with the Commission in Docket No. ER25-97-000 on October 15, 2024, and was accepted by the Commission on December 12, 2024 ("Original Agreement").⁶

The NYISO's Class Year Study for Class Year 2021 identified certain Affected System Upgrade Facilities that are required on the Affected System owned by RG&E—the Affected System Operator—to reliably interconnect Hecate's Cider Solar generating facility to the New York State Transmission System. Pursuant to Section 30.3.5 of Attachment X of the OATT, the NYISO, RG&E, and Hecate entered into the Original Agreement to govern the rates, terms, and conditions pursuant to which Hecate would engineer, procure, and construct the Affected System Upgrade Facilities ("EPC Services") on RG&E's system.⁷ As required by Section 30.3.5, the Original Agreement was consistent with the Pro Forma LGIA as modified to address only the engineering, procurement and construction of the required upgrades.

RG&E, and Hecate used the Standard Large Generator Interconnection Agreement located in Attachment X to the NYISO OATT for this Class Year 2021 project. NYISO OATT Attach. HH § 40.3.1.2 ("For a Class Year Project for Class Year 2021 or prior Class Years or a Small Generating Facility for which the ISO is negotiating with the Interconnection Customer, Connecting Transmission Owner, Affected System Operator, and/or Affected Transmission Owner, as applicable, an interconnection agreement and/or Engineering, Procurement, or Construction Agreement(s) as of the effective date of the Standard Interconnection Procedures, the parties shall continue to negotiate, as applicable, the Standard Large Generator Interconnection Agreement, Small Generator Interconnection Agreement, and/or Engineering, Procurement, or Construction Agreement pursuant to the terms and forms set forth, as applicable, in Attachment X or Attachment Z to the ISO OATT.").

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 *New York Independent System Operator and Rochester Gas and Electric Corporation*, Letter Order, Docket No. ER25-97-000 (Dec. 12, 2024).

⁷ See OATT Section 30.3.5 (" . . . Upon completion of a Class Year Study in which a Developer accepts its Project Cost Allocation for System Upgrade Facilities and/or System Deliverability Upgrades and funds or commits to fund such upgrades as required by Attachment S, the Developer and Affected System Operator(s) will cooperate with the ISO in development of an Engineering, Procurement and Construction to provide for the engineering, procurement and construction of the System Upgrade Facilities and/or System Deliverability Upgrades on the Affected System. The Engineering, Procurement and Construction Agreement shall be consistent with the NYISO's Commission-approved Standard Large Generator Interconnection Agreement located in Appendix 2 to Attachment X of the OATT, modified to address only the engineering, procurement and construction of the System Upgrade Facilities and/or System Deliverability Upgrades. . . .").

Subsequent to the Commission's acceptance of the Original Agreement, Hecate and RG&E agreed to modify the allocation of each party's responsibilities for the EPC Services. Accordingly, the Parties agreed to amend the Original Agreement to reflect certain changes in the Parties' respective responsibilities for carrying out the EPC Services, to update the milestones associated with the Affected System accordingly, and to update the Affected System Operator's contact information. With these modifications, the Amended Agreement continues to be consistent with the Pro Forma LGIA, except as modified to address only the engineering, procurement, and construction of the Affected System Upgrade Facilities.

In particular, the Parties made the following modifications to the Original Agreement:

- Revised the Recitals to clarify that the EPC Services will now be performed by the Affected System Operator instead of the Developer and to reflect that the Developer has provided Security;
- Revised the body of the agreement to provide for the Affected System Operator to perform the EPC Services in place of the Developer performing this work, including making conforming revisions to reflect the Affected System Operator's performance of the EPC Services in the definitions, the termination cost rules, the land access requirements, the requirements concerning the performance of the EPC Services, the modification and testing requirements, the insurance requirements, the environmental notice rules, and the supplemental information requirements;⁸
- Revised Article 3.11.3 to reflect that the Affected System Operator will not require the Developer to provide security for any current tax liability;
- Revised Appendix A (i) to reflect updates to the description of the EPC Services and to specify that the Affected System Operator will test, adjust, and commission relay settings at the Affected System Upgrade Facilities; (ii) to add updates to the cost estimates; (iii) to reflect that the Developer has provided Security to the Affected System Owner; and (iv) to insert a cash prepayment plan for the Affected System Operator's performance of the EPC Services;
- Revised Appendix A to reflect updated milestone dates;
- Revised Appendix B to reflect updated contact information;
- Revised Appendix C to replace "Developer" with "Affected System Operator" to reflect the Affected System Operator's responsibility to perform the EPC Service; and

⁸ See Amended Agreement Articles 1, 2.4, 2.5, 3.1, 3.2, 3.3, 3.6, 3.8, 3.10, 3.12, 4.1, 6.1, 7.2, 12.3, 17, 18.1, 18.2, and 18.4.

- Revised the cover page and preamble to provide that the agreement is the Amended and Restated version of the agreement.

B. The Amended Agreement Closely Conforms to the Pro Forma LGIA Contained in Attachment X of the NYISO OATT

The Amended Agreement was fully executed on August 12, 2025, by the NYISO, RG&E, and Hecate. Aside from the changes described above, the Amended Agreement does not contain any variations from the Pro Forma LGIA other than those already accepted by the Commission for the Original Agreement. As required by Section 30.3.5 of Attachment X of the NYISO OATT, the Amended Agreement with the additional modifications described above continues to be consistent with the Pro Forma LGIA, as modified to address only the engineering, procurement, and construction of the Affected System Upgrade Facilities. Therefore, the Joint Filing Parties respectfully request that the Commission accept the Amended Agreement.

II. Proposed Effective Date and Request for Waiver of the 60-Day Notice Period

The Joint Filing Parties request an effective date of August 12, 2025, for the Amended 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.⁹ The Commission has previously permitted such agreements to become effective upon the date of execution.¹⁰

⁹ The Commission generally grants waiver of the 60-day prior notice requirement when a service agreement is submitted for filing within 30 days of the agreement's effective date. See Prior Notice Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ 61,139 (1993).

¹⁰ See, e.g., *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Letter Order, Docket No. ER15-2079-000 (Aug. 5, 2015) (accepting the engineering, procurement, and construction agreement as of its date of execution); see also *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Letter Order, Docket No. ER11-2953-000 (Apr. 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).

III. Communications and Correspondence

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

For the NYISO¹¹

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¹¹ The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2025) to permit service on counsel in both Washington, D.C. and Richmond, VA.

IV. Documents Submitted

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

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

V. 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.

VI. Conclusion

Wherefore, the Joint Filing Parties respectfully request that the Commission accept the Amended Agreement for filing with an effective date of August 12, 2025.

Respectfully submitted,

s/ Sara B. Keegan

Sara B. Keegan

Counsel for the

New York Independent System Operator, Inc.

/s/ Jeffrey A. Rosenbloom

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