

September 10, 2025

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

**Re: Niagara Mohawk Power Corporation  
Docket No. ER25-\_\_\_\_-000**

**Filing of Generator Interconnection Agreement with Curtis/Palmer  
Hydroelectric Company L.P.**

Dear Secretary Reese:

Pursuant to Section 205 of the Federal Power Act (“FPA”),<sup>1</sup> and Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,<sup>2</sup> Niagara Mohawk Power Corporation d/b/a National Grid (“Niagara Mohawk”) submits for filing a Generator Interconnection Agreement (“Agreement”) between Niagara Mohawk and Curtis/Palmer Hydroelectric Company L.P. (“Curtis/Palmer”), designated as Service Agreement No. 2918 under the New York Independent System Operator, Inc.’s (“NYISO”) Open Access Transmission Tariff (“OATT”). The Agreement generally follows the terms of the NYISO *pro forma* Standard Interconnection Agreement with only minor revisions primarily to reflect that it is a two-party agreement.<sup>3</sup> Niagara Mohawk requests that the Commission accept the Agreement effective as of the date agreed to by the parties and set forth in the Agreement, August 21, 2025.

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. Part 35.

<sup>3</sup> The Agreement is based upon the terms and conditions of the Commission-approved *pro forma* Standard Interconnection Agreement contained in Appendix 15 of Attachment HH to the NYISO OATT at the time the Agreement was finalized. Interconnection pursuant to the Agreement is not subject to the NYISO’s Standard Interconnection Procedures (Attachment HH to the NYISO OATT). The Agreement does not involve a new interconnection request to the NYISO, and thus the Agreement does not need to be a three-party agreement that also includes the NYISO as a party and tracks the NYISO *pro forma* Standard Interconnection Agreement. See *New Eng. Power Co.*, 109 FERC ¶ 61,364, at PP 12-13 (2004).

## **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.

Curtis/Palmer is a limited partnership organized and existing under the laws of the State of New York. Curtis/Palmer owns and operates two hydroelectric generating units located at the same site with a total installed capacity of 58.8 MW (collectively, the "Facility"), on the Hudson River near Corinth, New York.<sup>4</sup>

Curtis/Palmer is an exempt wholesale generator ("EWG").<sup>5</sup> The Facility is a small power production qualifying facility ("QF")<sup>6</sup> interconnected to Niagara Mohawk's transmission system at a single point of interconnection. The Facility is currently subject to an existing Amended and Restated Power Purchase Agreement ("PPA") between Niagara Mohawk and Curtis/Palmer that the Commission accepted for filing.<sup>7</sup>

## **II. Filing Requirements and Description of the Agreement**

Section 205 of the FPA authorizes the Commission to require utilities to file all rates and charges that are "for or in connection with," and all agreements that "affect or relate to," jurisdictional transmission or sales of electric energy.<sup>8</sup> The Commission has provided guidance regarding some of the specific agreements that must be filed under this authority. The Commission has found that "[i]nterconnection agreements between utilities come within section 205 of the FPA."<sup>9</sup> The Commission also has "jurisdiction over 'transmission' facilities, which may be used for wholesale sales or unbundled retail

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<sup>4</sup> The two hydroelectric units, which are licensed together as Project No. 2609, have installed capacities of 48.0 MW and 10.8 MW respectively, and are located approximately 2,700 feet from each other. *See Curtis/Palmer Hydroelectric Co., LP*, 91 FERC ¶ 61,112, at 61,402-03 (2000). As the Commission has explained, it "does not approve more than one license for the same site." *Improvements to Generator Interconnection Procedures & Agreements*, Order No. 2023, 184 FERC ¶ 61,054, at P 591 n.1191 (2023) ("Order No. 2023"), *order on reh'g & clarification*, Order No. 2023-A, 186 FERC ¶ 61,199 (2024) ("Order No. 2023-A").

<sup>5</sup> *See Curtis/Palmer Hydroelectric Co., L.P.*, 95 FERC ¶ 62,301 (2001) (granting EWG status); *Curtis/Palmer Hydroelectric Co. L.P.*, 107 FERC ¶ 62,100 (2004) (granting renewal of EWG status).

<sup>6</sup> *See* 18 C.F.R. § 292.204; Curtis/Palmer QF self-recertification filing, Docket No. QF86-748-008 (Feb. 18, 2022).

<sup>7</sup> *See Curtis/Palmer Hydroelectric Co., L.P.*, Commission letter order, Docket No. ER95-433-000 (Mar. 14, 1995); *Curtis/Palmer Hydroelectric Co., L.P.*, Commission letter order, Docket No. ER95-433-001 (Mar. 14, 1995).

<sup>8</sup> 16 U.S.C. §§ 824d(a), -(c).

<sup>9</sup> *Prior Notice & Filing Requirements Under Section II of the Fed. Power Act*, 64 FERC ¶ 61,139, at 61,991 (1993).

sales and which are subject to an OATT.”<sup>10</sup> In addition, the PPA is already on file with the Commission, and the Agreement will supersede and replace the PPA.<sup>11</sup>

Niagara Mohawk recognizes that the Commission may find the Agreement to be a jurisdictional agreement that must be filed.<sup>12</sup> Therefore, Niagara Mohawk is submitting the Agreement for Commission acceptance.

The Agreement submitted in this filing generally conforms with the *pro forma* Standard Interconnection Agreement set forth in Appendix 15 of Attachment HH to the NYISO OATT, with only limited modifications that include:

- Making Niagara Mohawk and Curtis/Palmer the only parties to the Agreement and omitting the NYISO as a party;
- Specifying that the Agreement has a term of 15 years,<sup>13</sup> rather than the 10-year term contained in the NYISO *pro forma* Standard Interconnection Agreement;
- Modifying the provisions of the Agreement regarding the option to build, based on the status of the existing facilities;<sup>14</sup>
- Modifying the provisions of the Agreement regarding external arbitration procedures and the costs thereof;<sup>15</sup> and
- Adding appendices to the Agreement regarding operating requirements (new Appendix C-1) and operation and maintenance (new Appendix G).

A red-lined document showing the differences between the Agreement and the NYISO *pro forma* Standard Interconnection Agreement is provided in Attachment B to this filing.

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<sup>10</sup> *Standardization of Generator Interconnection Agreements & Procedures*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190, at P 51 (2005).

<sup>11</sup> Niagara Mohawk will file a notice of cancellation of the PPA following Commission acceptance of the Agreement for filing.

<sup>12</sup> As noted above, the Facility is interconnected to the Niagara Mohawk transmission system at a single point of interconnection. In Order Nos. 2023 and 2023-A, the Commission revised its *pro forma* LGIP to require transmission providers to allow more than one generating facility to co-locate on a shared site behind a single point of interconnection and share a single interconnection request. *See* Order No. 2023 at PP 1346-57; Order No. 2023-A at PP 541-42, 545-47. Similarly, the two hydroelectric generating units located at the same site that constitute the Facility share this single Agreement.

<sup>13</sup> Agreement, Article 2.2.

<sup>14</sup> Agreement, Article 5.1.3.

<sup>15</sup> Agreement, Articles 27.2 and 27.4.

### III. Effective Date

Niagara Mohawk respectfully requests that the Commission accept the Agreement effective as of August 21, 2025, the effective date agreed to by the Parties.<sup>16</sup> The Commission's regulations require that a service agreement be filed within 30 days of its effective date or such other date as may be specified by the Commission.<sup>17</sup> Niagara Mohawk is filing the Agreement within 30 days of the effective date described above.

Good cause exists for the Commission to grant the requested August 21, 2025 effective date. Granting this effective date will effectuate the express intent of the Parties and, because the Agreement is a generator interconnection service agreement between those Parties, will not prejudice or otherwise have an adverse impact on any other entity. Further, as noted above, the Agreement submitted in this filing generally conforms with the *pro forma* Standard Interconnection Agreement set forth in the NYISO OATT, with only limited modifications. But for those limited modifications, the Agreement would fully conform with the *pro forma* Standard Interconnection Agreement and would therefore normally go into effect as of the date it was executed by the parties.<sup>18</sup>

Conversely, if the Commission does not grant the requested effective date and instead requires a later effective date, that will delay the provision of generator interconnection service under the Agreement. Such a delay would be contrary to the Commission's policy objective of expediting generator interconnections, including amendments to existing interconnection agreements to reflect changed circumstances.<sup>19</sup> For these reasons, Niagara Mohawk respectfully requests that the Commission grant the effective date of August 21, 2025, agreed to by the Parties and specified in the Agreement.<sup>20</sup>

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<sup>16</sup> See Agreement, Preamble and Article 2.1.

<sup>17</sup> 18 C.F.R. § 35.3(a)(2).

<sup>18</sup> Article 2.1 of the *pro forma* Standard Interconnection Agreement set forth in the NYISO OATT states in relevant part that "this Agreement shall become effective upon execution by the Parties, subject to acceptance by FERC."

<sup>19</sup> See, e.g., *Standardization of Generator Interconnection Agreements & Procedures*, Order No. 2003, 104 FERC ¶ 61,103, at P 11 (2003) ("A standard set of procedures as part of the OATT for all jurisdictional transmission facilities will minimize opportunities for undue discrimination and expedite the development of new generation, while protecting reliability and ensuring that rates are just and reasonable."); *Midwest Indep. Transmission Sys. Operator, Inc.*, 125 FERC ¶ 61,277, at P 2 (2008) (same).

<sup>20</sup> To the extent necessary and for the same reasons explained above, Niagara Mohawk also respectfully requests waiver of the Commission's notice requirement. See 18 C.F.R. § 35.11.

#### **IV. Attachments**

In addition to this transmittal letter, this filing includes the following attachments:

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|--------------|--|
| Attachment A | The Agreement between Niagara Mohawk and Curtis/Palmer; and  |
| Attachment B | A red-lined document showing the differences between the Agreement and the NYISO <i>pro forma</i> Standard Interconnection Agreement |

#### **V. Communications**

Communications and correspondence regarding this filing should be addressed to the following individuals:

Christopher J. Novak  
Senior Counsel  
National Grid USA  
Service Company, Inc.  
170 Data Drive  
Waltham, MA 02451  
(781) 907-2112  
[chris.novak@nationalgrid.com](mailto:chris.novak@nationalgrid.com)

Sean Atkins  
Bradley R. Miliauskas  
Davis Wright Tremaine LLP  
1301 K Street NW  
Suite 500 East  
Washington, DC 20005  
(202) 973-4200  
[seanatkins@dwt.com](mailto:seanatkins@dwt.com)  
[bradleymiliauskas@dwt.com](mailto:bradleymiliauskas@dwt.com)

Kevin C. Reardon  
Director, Commercial Services  
National Grid  
170 Data Drive  
Waltham, MA 02451  
(781) 906-3988  
[kevin.reardon@nationalgrid.com](mailto:kevin.reardon@nationalgrid.com)

#### **VI. Service**

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

**VII. Conclusion**

For the reasons stated herein, Niagara Mohawk respectfully requests that the Commission accept the Agreement effective as of August 21, 2025.

Respectfully submitted,

/s/ Christopher J. Novak

Christopher J. Novak

Senior Counsel

National Grid USA

Service Company, Inc.

170 Data Drive

Waltham, MA 02451

*Counsel for Niagara Mohawk Power Corporation*