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November 5, 2025

VIA EMAIL

Maria Robinson
Grid Deployment Office
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, DC 20585
electricity.exports@hq.doe.gov

Re: ***GB II New York LLC,***
Application for Authorization to Transmit Electric Energy to Canada

Dear Ms. Robinson:

Enclosed for filing is the "Application of GB II New York LLC for Authorization to Transmit Electric Energy to Canada." The filing fee of $500.00 has been paid electronically via pay.gov.

Thank you for your assistance in this matter.

Respectfully submitted,

/s/ Neil L. Levy
Neil L. Levy

Counsel for **GB II New York LLC**

Enclosures

cc: Marina Fennel (GDO, Program Manager)
Federal Energy Regulatory Commission

UNITED STATES OF AMERICA
BEFORE THE
DEPARTMENT OF ENERGY
GRID DEPLOYMENT OFFICE

GB II New York LLC	)	**Docket No. EA-____**

APPLICATION OF GB II NEW YORK LLC FOR AUTHORIZATION
TO TRANSMIT ELECTRIC ENERGY TO CANADA

Pursuant to Section 202(e) of the Federal Power Act (the "FPA"),[1] and Part 205, Subpart W of the regulations of the U.S. Department of Energy (the "Department" or "DOE"),[2] GB II New York LLC ("Applicant") hereby submits this application (this "Application") for authorization to transmit electric energy from the United States to Canada for a period of five years, effective as described herein. In support of this Application, Applicant respectfully states as follows:

I.

DESCRIPTION OF APPLICANT

The exact legal name of Applicant is GB II New York LLC.

Applicant is a Delaware corporation that owns and operates an 817 MW (summer rating) natural gas-fired electric generation facility located in Glenmont, New York. Applicant is an exempt wholesale generator[3] that has been granted authorization by the Federal Energy Regulatory Commission ("FERC") to make sales at market-based rates.[4]

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1 16 U.S.C. § 824a(e) (2018).

2 10 C.F.R. §§ 205.300, *et seq.* (2025).

3 *See PSEG Power New York Inc.*, 91 FERC ¶ 62,210 (2000).

4 *See PSEG Power New York Inc.*, Docket No. ER22-40-001 (Nov. 19, 2021) (unreported).

Applicant is an indirect subsidiary of Alpha Generation, LLC ("AlphaGen").[5] AlphaGen, in turn, is a majority subsidiary of ArcLight Energy Partners Fund VII, L.P.

II.

PARTNERS

Applicant is not seeking authorization to export power on behalf of any of its partners or members.[6]

III.

CORRESPONDENCE AND COMMUNICATIONS

All correspondence and communications regarding this application should be addressed to the following persons:

Jason Buchman
General Counsel
Alpha Generation, LLC
700 Louisiana Street
Suite 4400
Houston, Texas 77002
(832) 219-0704
jbuchman@alphagen.com

Neil L. Levy
McDermott Will & Schulte LLP
The McDermott Building
500 North Capitol Street, NW
Washington, DC 20001
(202) 756-8080
(202) 756-8087 (facsimile)
nlevy@mwe.com

IV.

JURISDICTION

Other than the Department, Applicant is not aware of any federal, state, or local government agency that has jurisdiction over the actions to be taken under the authority sought in this Application.[7]

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5 A separate, unaffiliated co-investor owns 16.8% of an AlphaGen upstream owner.

6 *See* 10 C.F.R. § 205.302(b) (2025).

7 *See* 10 C.F.R. § 205.302(e) (2025).

V.

APPLICABLE TRANSMISSION FACILITIES

Consistent with the Department's prior orders, Applicant requests authorization to export power to Canada over any authorized international transmission facility that is appropriate for open access transmission by third parties in accordance with the export limits authorized by the Department.[8] Exhibit C to this Application identifies the international transmission facilities that are currently authorized by Presidential Permit and available for open access transmission.[9]

VI.

TECHNICAL DISCUSSION AND PROCEDURES

Applicant hereby seeks authorization to transmit electric energy to Canada. As described above, Applicant owns a generation facility in New York that is interconnected with the transmission grid operated by the New York Independent System Operator, Inc. (the "NYISO"). Applicant therefore does not have an "electric power supply system"[10] that would cause Applicant's electricity exports to have a reliability, fuel use, or system stability impact. Applicant also does not have any load obligations in the NYISO market or elsewhere, and the electricity produced by the generation facility owned by Applicant has not been committed to any electric power supply system or purchaser in the United States.

Applicant has entered into a contractual arrangement to sell "installed capacity" and associated energy into Canada. This commitment of installed capacity to Canada necessitated, and will continue to necessitate for the balance of the contractual commitment, monthly notifications

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8 *See, e.g.*, *Macquarie Energy LLC*, Order Authorizing Electricity Exports to Canada, Order No. EA-479-A (July 11, 2025).

9 *See id.* at 15-17.

10 10 C.F.R. § 205.302(g) (2025).

to, and permission of, the NYISO and The Independent Electricity System Operator of Ontario (the "IESO"). The energy that is associated with this commitment of installed capacity must be linked to the specific electric generating facility owned by Applicant and, as stated previously, the output of such facility has not been committed to any system or purchaser within the United States. As a result of this commitment of installed capacity backed energy, Applicant has been and remains specifically foreclosed from selling its installed capacity within the NYISO region. Thus, there can be no "double counting" of the installed capacity and each of the NYISO and the IESO can be assured that the installed capacity is only being counted by one control area operator, and never both simultaneously, for purposes of resource adequacy reliability requirements. There may also be limited circumstances where Applicant may purchase available power in the NYISO market or from third parties, which by definition is surplus power, for resale in Canada.

Accordingly, Applicant's proposed electricity exports will not impair or impede the sufficiency of electric power supplies in the United States or the regional coordination of electric utility planning or operations.[11]

Applicant has made, and will continue to make, all necessary commercial arrangements and will obtain any and all other regulatory approvals required in order to carry out any electricity exports. This would include:

1. Scheduling each transaction with the NYISO, the IESO and any other appropriate balancing authorities;
2. Following all relevant procedures and/or market structures, and coordination with all parties as required pursuant to the applicable market rules;

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[11] *See id.*

3. Complying with the applicable reliability standards and guidelines of the North American Electric Reliability Corporation and relevant Regional Entities; and

4. Obtaining necessary transmission access over approved export facilities and complying with the export limits contained in the relevant export authorization of any transmission facilities over which Applicant exports electricity to Canada.

Given that Applicant only intends to export power over existing transmission lines, this application qualifies for a categorical exclusion under the Department's regulations implementing the National Environmental Policy Act of 1969.[12]

Applicant respectfully requests that the Department grant it authorization to transmit electric energy to Canada for a term of five years, effective beginning May 1, 2025. As described in the Affidavit of Liam Baker, Senior Vice President, Regulatory Affairs, at AlphaGen, which is provided herein at Attachment 2, Applicant is hereby requesting that authorization to transmit electric energy to Canada be made effective retroactively because Applicant inadvertently made limited sales into Canada without prior authorization from the Department. Upon learning that such sales had been made without authorization, Applicant immediately contacted DOE Staff and initiated this Application process to ensure the requisite approval may be obtained as quickly as possible. Applicant has not made sales into Canada since learning of this oversight and hereby commits not to make future exports to Canada until such approval is obtained. Applicant deeply regrets this oversight and has adopted internal safeguards to ensure that such errors are not repeated.

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[12] *See* 10 C.F.R. Part 1021, Subpart D, Appendix B, § B4.2 (2025) (providing a categorical exclusion for the "[e]xport of electric energy as provided by Section 202(e) of the [FPA] over existing transmission systems or using transmission system changes that are themselves categorically excluded").

VII.

EXHIBITS AND ATTACHMENTS

In accordance with 10 C.F.R. § 205.303 (2025), the following exhibits are attached hereto:

Exhibit A	Agreements
Exhibit B	Legal Opinion of Applicant's counsel
Exhibit C	Transmission Facilities (submitted in lieu of maps)
Exhibit D	Non-U.S. Applicant's Power of Attorney – Not Applicable
Exhibit E	State of Foreign Relationship – Not Applicable[13]
Exhibit F	Operating Procedures – Not Applicable[14]
Attachment 1	Verification
Attachment 2	Affidavit of Liam Baker, Senior Vice President, Regulatory Affairs, at AlphaGen
Attachment 3	Copies of the FERC order granting Applicant market-based rate authority

VIII.

CONCLUSION

WHEREFORE, for the reasons set forth herein, Applicant respectfully requests that the Department issue an order granting Applicant authorization to transmit electric energy to Canada for a period of five years, effective as requested herein.

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[13] There are no corporate relationships or existing contracts between Applicant and any other person, corporation, or foreign government, which in any way relate to the control or fixing of rates for the purchase, sale, or transmission of electric energy.

[14] Applicant owns generation facilities and is not a franchised electric utility with captive customers.

Respectfully submitted,

GB II NEW YORK LLC

By: *__/s/ Neil L. Levy_________________*

Neil L. Levy
Stephanie S. Lim
McDermott Will & Schulte LLP
The McDermott Building
500 North Capitol Street, NW
Washington, DC 20001

Counsel for **GB II New York LLC**

Dated: November 5, 2025

Exhibit A

Agreement

PUBLIC

AGREEMENT

MDP_AGR_0012

ieso
Connecting Today.
Powering Tomorrow.

Participation Agreement

Between

GB II NEW YORK LLC

As Applicant

and

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

October 11, 2022

THIS AGREEMENT dated this 11th day of October, 2022

BETWEEN:

GB II NEW YORK LLC, a Limited Liability Company duly registered under the laws of DELAWARE, having its registered address at 850 New Burton Road, Suite 201, Dover, DELAWARE 19904, and its principal place of business at 300 Atlantic Street, 5th Floor, Stamford, CONNECTICUT 06901

(the "Applicant")

- and -

The Independent Electricity System Operator, a corporation incorporated by the *Electricity Act, 1998,* S.O. 1998, c. 15, Sched. A, having its registered address at Station 'A', Box 4474, Toronto, Ontario M5W 4E5 and its principal place of business at Station 'A', Box 4474, Toronto, Ontario M5W 4E5

(the "*IESO*").

WHEREAS:

A. The Applicant wishes to participate in the *IESO-administered markets* and/or programs.

B. The *market rules* for the Ontario electricity market stipulate that no person shall participate in the *IESO-administered markets* or cause or permit electricity to be conveyed into, through or out of the *IESO-controlled grid* unless that person has been authorized by the *IESO* to do so.

C. The *market rules* further provide that no person shall be authorized to participate in the *IESO-administered markets* and/or programs unless the *IESO* is satisfied that that person agrees to be bound by the *market rules* by executing a *participation agreement*.

D. The Applicant is in the process of satisfying the conditions to becoming a *market participant*, and/or program participant.

E. The Applicant and the *IESO* wish to enter into this Agreement in part to satisfy the conditions contained in the *market rules* that a *participation agreement* be executed in order for the *IESO* to authorize a *market participant* and/or program participant.

F. The *market rules* provide that they will have the effect of a contract between the *IESO* on the one hand and each *market participant* and/or program participant on the other hand, by virtue of the execution of a *participation agreement*.

G. While completing the participant authorization tasks or once becoming a *market participant* and/or program participant, the Applicant may obtain access to *confidential information* when using or connecting to *IESO's* information systems.

H. The Applicant and the IESO hereby acknowledge that, unless otherwise specified, all of the terms of this *Agreement* are intended to apply to the Applicant whenever it is accessing the *IESO's* information systems from and including the date this *Agreement* is signed by the Applicant, even if it is signed prior to the Applicant's completion of the participant authorization tasks.

NOW therefore, in consideration of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the *Parties* agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Incorporation of *Market Rules* Definitions:** Subject to section 1.2, italicized expressions used in this Agreement have the meanings ascribed thereto in Chapter 11 of the *market rules*.

1.2 **Supplementary Definitions:** In this *Agreement*, the following italicized expressions shall have the meanings set out below unless the context otherwise requires:

"Accredited Investor" shall have the meaning attributed thereto in National Instrument 45-106 – Prospectus and Registration Exemptions, as made by the Canadian Securities Administrators, a list of the criteria is attached hereto as Schedule 2;

"*Agreement*" means this Agreement, including the Schedules to this Agreement, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement; and

"*Party*" means a party to this *Agreement* and "*Parties*" means every *Party*.

1.3 **Interpretation:** In this *Agreement*, unless the context otherwise requires:

1.3.1 words importing the singular include the plural and vice versa;

1.3.2 words importing a gender include any gender;

1.3.3 when italicized, other parts of speech and grammatical forms of a word or phrase defined in this *Agreement* have a corresponding meaning;

1.3.4 the expression "person" includes a natural person, any company, partnership, trust, joint venture, association, corporation or other private or public body corporate, and any government agency or body politic or collegiate;

1.3.5 a reference to a thing includes a part of that thing;

1.3.6 a reference to an article, section, provision or schedule is to an article, section, provision or schedule of this Agreement;

1.3.7 a reference to any statute, regulation, proclamation, order in council, ordinance, by-law, resolution, rule, order or directive includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or resolutions, rules, orders or directives varying, consolidating, re-enacting, extending or replacing it and a reference to a statute includes all regulations, proclamations, orders in council, rules and by-laws of a legislative nature issued under that statute;

1.3.8 a reference to a document or provision of a document, including this *Agreement* and the *market rules* or a provision of this *Agreement* or the *market rules*, includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto;

1.3.9 a reference to a person includes that person's heirs, executors, administrators, successors and permitted assigns;

1.3.10 a reference to sections of this *Agreement* or of the *market rules* separated by the word "to" (*i.e.*, "sections 1.1 to 1.4") shall be a reference to the sections inclusively;

1.3.11 the expression "including" means including without limitation, the expression "includes" means includes without limitation and the expression "included" means included without limitation; and

1.3.12 a reference in this *Agreement* to the *market rules* includes a reference to any forms and *market manuals* established by the *IESO* and to any policies, guidelines or other documents adopted by the *IESO Board,* in each case as *published* pursuant to section 7.7 of Chapter 1 of the *market rules*.

1.4 **Headings:** The division of this *Agreement* into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this *Agreement*, nor shall they be construed as indicating that all of the provisions of this *Agreement* relating to any particular topic are to be found in any particular article, section, subsection, clause, provision, part or schedule.

ARTICLE 2
MARKET RULES

2.1 ***Market Rules* Govern:** In the event of any inconsistency between this *Agreement* and the *market rules*, the *market rules* shall prevail to the extent of the inconsistency.

ARTICLE 3
COMPLIANCE WITH MARKET RULES

3.1 **Applicant Compliance:** The Applicant hereby agrees to be bound by and to comply with all of the provisions of the *market rules* so far as they are applicable to the Applicant, including once it has been authorized by the *IESO* as a *market participant* or has successfully registered with the *IESO* as a program participant. Without limiting the generality of the foregoing, if the Applicant is or intends to become a program participant, the Applicant shall comply with and be bound by the provisions of Chapter 1, section 13 and Chapter 3, Section 5.

3.2 ***IESO* Compliance:** The *IESO* hereby agrees to be bound by and to comply with all of the provisions of the *market rules* so far as they are applicable to the *IESO*.

3.3 **Acknowledgment of Amendments:** The Applicant acknowledges and agrees that the *market rules* and the policies, guidelines and other documents referred to in section 1.3.12 may be amended by the *IESO* from time to time in accordance with the *market rules*.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of the *IESO*:** The *IESO* hereby represents and warrants as follows to the Applicant, and acknowledges and confirms that the Applicant is relying on such representations and warranties in applying to become authorized as a *market participant* and/or registered as a program participant:

4.1.1 the execution, delivery and performance of this *Agreement* by it has been duly authorized by all necessary corporate and/or governmental action; and

4.1.2 this *Agreement* constitutes a legal and binding obligation on the *IESO*, enforceable against the *IESO* in accordance with its terms.

4.2 **Representations and Warranties of the Applicant:** The Applicant hereby represents and warrants as follows to the *IESO* and acknowledges and confirms that the *IESO* is relying on such representations and warranties without independent inquiry (save and except for any testing or inspection that the *IESO* may have participated in) (i) to ascertain whether the Applicant satisfies the requirements for authorization as a *market participant* and/or registration with the *IESO* as a program participant; (ii) to ascertain whether the Applicant is ready and able to participate in the *IESO-administered markets* and/or programs, and, where applicable, to cause or permit electricity to be conveyed into, through or out of the *IESO-controlled grid*; and (iii) to authorize the Applicant as a *market participant* and/or program participant under the *market rules*:

4.2.1 it is a Limited Liability Company duly registered and existing under the laws of DELAWARE;

4.2.2 it has all the necessary corporate power to enter into and perform its obligations under this *Agreement*;

4.2.3 the execution, delivery and performance of this *Agreement* by it has been duly authorized by all necessary corporate and/or governmental action and in the Applicant's good faith belief and after making reasonable inquiry does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the Applicant; (ii) any contracts or instruments to which the Applicant is a party or by which the Applicant is bound; or (iii) any laws applicable to it;

4.2.4 the individual(s) executing this *Agreement*, and any document in connection herewith, on behalf of the Applicant have been duly authorized to execute this *Agreement* and have the full power and authority to bind the Applicant;

4.2.5 this *Agreement* constitutes a legal and binding obligation on the Applicant, enforceable against the Applicant in accordance with its terms;

4.2.6 except for authorization as a *market participant* and/or registration as a program participant, and registration of any of its *facilities* or *boundary entities* by the *IESO* pursuant to the *market rules*, as applicable, it holds all permits, licenses and other authorizations that may be necessary to enable it to carry on the business and perform the functions and obligations of a *market participant* and/or program participant, as applicable, as described in the *market rules* and in this *Agreement*;

4.2.7 the information provided in support of its *application for authorization to participate* as a *market participant* and/or registration as a program participant, is true, accurate and complete in all respects;

4.2.8 subject to any *exemption* that the Applicant may have obtained, its *participant workstation*, if any, complies with or will comply prior to the first date the Applicant participates in the *IESO-administered markets* and/or programs, with all applicable technical requirements set forth in Appendix 2.2 of the *market rules*;

4.2.9 the Applicant has or will have prior to the first date the Applicant participates in the *IESO-administered markets* and/or programs, adequate qualified employees and other personnel and organizational and other arrangements that are sufficient to enable it to perform all of the functions and obligations applicable to *market participants* and/or program participants, the class of *market participant* and/or program participant of which the Applicant forms part and the *IESO-administered market* and/or program in which the Applicant wishes to participate;

4.2.10 subject to the granting of any exemptions for which the Applicant has applied, the *facilities* or *boundary entities* that the Applicant has registered with the *IESO* and the equipment related thereto comply, or will comply prior to the earlier of the first date the Applicant participates in the *IESO-administered markets* and/or programs and the date the Applicant's *facility* connects to the *IESO-controlled grid*, with all applicable technical requirements as set forth in the *market rules* applicable to all *market participants* and/or program participants, the class of *market participant* and/or program participant of which the Applicant forms part and the *IESO-administered markets* and/or programs in which the Applicant wishes to participate;

4.2.11 subject to the granting of any exemptions for which the Applicant has applied, the Applicant has provided, or will provide to the *IESO* prior to the earlier of the first date the Applicant participates in the *IESO-administered markets* and/or programs and the date the Applicant's *facility* connects to the *IESO-controlled grid*, all of the information required to be submitted in support of the registration of the *facilities* or *boundary entities* that the Applicant has registered with the *IESO* and the equipment related thereto and that such information is true, accurate and complete in all respects;

4.2.12 if the Applicant is or intends to be a *TR participant,* the Applicant has read, has full knowledge of and understands the provisions of the *market rules* and National Instrument 45-106 – *Prospectus and Registration Exemptions,* as made by the Canadian Securities Administrators (as the same may be amended, modified, supplemented and/or replaced from time to time, "NI 45-106") and the Applicant warrants that it is an *Accredited Investor* as such term is defined in NI 45-106 and understands that it must remain so in order to maintain authorization as a *financial market participant*; and

4.2.13 if the Applicant is or intends to be a *TR participant,* the Applicant hereby undertakes, covenants and agrees to advise the *IESO* in writing forthwith upon becoming aware of any event, circumstance or condition known to it that individually or together with all other such events, circumstances or conditions has, had or could have the effect of resulting in the Applicant no longer qualifying as an *Accredited Investor.*

ARTICLE 5
TERM AND TERMINATION

5.1 **Term:** This *Agreement* shall come into force on the date first noted above and shall remain in full force and effect until terminated in accordance with section 5.2 or section 5.3.

5.2 **Termination Upon Termination Order:** Subject to sections 5.4 and 5.5, this *Agreement* shall automatically terminate upon the issuance to the Applicant of a *termination order* by the *IESO* in accordance with section 6.4 of Chapter 3 of the *market rules*.

5.3 **Termination by Applicant:** Subject to section 5.6, this Agreement shall automatically terminate once the Applicant has ceased to be a *market participant* in accordance with the provisions of Section 9 of Chapter 2 of the *market rules* or ceased to be a program participant.

5.4 **Ongoing Liability:** Notwithstanding the provisions of section 5.2 or section 5.3 above, if the Applicant becomes a *terminated market participant* or is terminated as a program participant or otherwise ceases to be a *market participant* or program participant, as the case may be, the Applicant shall remain subject to and liable for all of its obligations and liabilities as a *market participant* and/or program participant which were incurred or arose under the *market rules* prior to the date on which the *termination order* was issued or the date on which the Applicant otherwise ceased to be a *market participant* and/or program participant, as the case may be, regardless of the date on which any claim relating thereto may be made.

5.5 **Confidentiality:** Notwithstanding the provisions of section 5.2 or section 5.3 above, if the Applicant becomes a *terminated market participant* or is terminated as a program participant or otherwise ceases to be a *market participant* and/or program participant, as the case may be, the Applicant shall remain subject to any confidentiality provisions contained in the *market rules* for all information obtained by or provided to the Applicant while the Applicant was a *market participant* and/or program participant.

5.6 **Survival:** Notwithstanding any provision to the contrary and for greater certainty, the terms of section 5.4 and section 5.5 of this *Agreement* shall survive any termination of this *Agreement* without limit as to time.

ARTICLE 6
LIABILITY AND INDEMNIFICATION

6.1 **Limitation of Liability:** The provisions of section 13 of Chapter 1 of the *market rules* apply to this *Agreement* and are hereby incorporated by reference herein, with all references in such section to a *market participant* and/or program participant being deemed to be references to the Applicant.

ARTICLE 7
MISCELLANEOUS

7.1 **Amendment:** No amendment of this *Agreement* shall be effective unless made in writing and signed by the *Parties*.

7.2 **Assignment:** This *Agreement* is personal to the *Parties*. Neither the rights nor the obligations of either *Party* under this *Agreement* may be assigned to any other person voluntarily, by operation of law, or otherwise, except with the other *Party's* prior written consent. No assignment made without the other *Party's* consent shall relieve a *Party* of its obligations under this Agreement. Notwithstanding the foregoing and for greater certainty, except as otherwise provided in the *market rules* or in any standard, policy, guideline, procedure or other document established by the *IESO* pursuant to the *market rules,* the Applicant may use such information systems, communication systems, business processes, personnel, service providers or other agents as the Applicant, in its sole discretion, considers appropriate for the purpose of assisting in the performance of its obligations under the *market rules* and under such standard, policy, guideline, procedure or other document provided that, as between the *IESO* and the Applicant:

7.2.1 the Applicant shall be bound by and fully responsible for all acts or omissions of its personnel, service providers or other agents; and

7.2.2 the Applicant shall remain solely responsible and liable to the *IESO* for the due performance of such obligations.

7.3 **Successors and Assigns**: This *Agreement* shall enure to the benefit of, and be binding on, the *Parties* and their respective heirs, administrators, executors, successors and permitted assigns.

7.4 **Further Assurances:** Each *Party* shall promptly execute and deliver or cause to be executed and delivered all further documents and do such further acts and things as the other *Party* may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this *Agreement.*

7.5 **Exemption**: An exemption of any default, breach or non-compliance under this *Agreement* is not effective unless in writing and signed by the *Party* to be bound by the exemption. No exemption will be inferred or implied by any failure to act or by the delay in acting by a *Party* in respect of any default, breach or non-observance or by anything done or omitted to be done by the other *Party*. The exemption by a *Party* of any default, breach or non-compliance under this *Agreement* shall not operate as an exemption of that *Party's* rights under this *Agreement* in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

7.6 **Severability**: Each provision in this *Agreement* is distinct and severable. If any provision of this *Agreement*, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision, in whole or in part, shall not affect the legality, validity or enforceability of the remaining provisions of this *Agreement* in any other jurisdiction.

7.7 **Notices**: Any notice, demand, consent, request or other communication required or permitted to be given or made under this *Agreement* shall:

7.7.1 be given or made in the manner set forth in section 8.1 of Chapter 1 of the *market rules*;

7.7.2 be addressed to the other *Party* in accordance with the information set forth in Schedule 1 to this *Agreement*; and

7.7.3 be treated as having been duly given or made in accordance with the provisions of section 8.2 of Chapter 1 of the *market rules*.

Either *Party* may change its address and representative as set forth in Schedule 1 to this *Agreement* by written notice to the other *Party* given as aforesaid. Such change shall not constitute an amendment to this *Agreement* for the purposes of the application of section 7.1.

7.8 **Authority:** The Applicant hereby represents that the Applicant's representative(s) listed in Schedule 1 to this *Agreement* is hereby designated to act as the primary contact on behalf of the Applicant and to designate a rights administrator on behalf of the Applicant who may in turn add additional person(s) as user(s)/custodian(s) of the Applicant. The rights administrator is the person who requests system access to *IESO's* information systems on behalf of the Applicant. Without in any way limiting the rights and obligations under sections 7.2.1 and 7.2.2 of this *Agreement*, the Applicant shall be bound by and is solely responsible for all acts or omissions taken or made by its rights administrator and users in respect of the *IESO's* information systems. Anything said or done by the rights administrator and/or the Applicant's users shall be deemed to have been said or done by the Applicant under this *Agreement*.

7.9 **Governing Law:** This *Agreement* shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of laws that would impose a law of another jurisdiction.

7.10 **Attornment**: Subject to section 2 of Chapter 3 of the *market rules*, the *license* of each *Party*, section 36 of the *Electricity Act, 1998* (Ontario) and section 33 of the *Ontario Energy Board Act, 1998* (Ontario), each *Party* agrees (i) that any action or proceeding relating to this *Agreement* shall be brought in a court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of such Ontario court and all courts competent and with jurisdiction to hear appeals therefrom; (ii) that it irrevocably waives any right to, and will not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this section 7.10.

7.11 **Counterparts:** This *Agreement* may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the *Parties* adopt any signatures received by a receiving facsimile machine as original signatures of the *Parties*; provided, however, that any *Party* providing its signature in such manner shall promptly forward to the other *Party* an original signed copy of this *Agreement* which was so faxed.

IN WITNESS WHEREOF the *Parties* have, by their duly appointed and authorized representatives, executed this *Agreement*.

GB II NEW YORK LLC

Authorized Representative(s) - Person responsible for contractually binding your organization with the IESO:

By: ______________________ c/s

Name: Liam Baker

Position: Regulatory Affairs Manager

Address: 850 New Burton Road
Suite 201
Dover, DELAWARE 19904

Email Address: LBaker@uspowergen.com

Phone: 2127920816

By: ______________________ c/s

Name: ______________________

Position: ______________________

Address: ______________________

____

____

Email Address: ______________________

Phone: ______________________

Independent Electricity System Operator

By: ______________________

Name: Stephen Nusbaum

Position: Senior Manager, Performance, Applications and Integration

SCHEDULE 1
NOMINATED REPRESENTATIVES FOR OFFICIAL NOTIFICATIONS
[Section 7.7]

IESO

Name of *IESO* Representative:	Stephen Nusbaum
Position:	Senior Manager, Performance, Applications and Integration
Address:	Station A, Box 4474
City/Province/Postal Code:	Toronto, Ontario M5W 4E5
Email Address:	market.registration@ieso.ca
Phone:	905.403.6601

Applicant

Identify at least one Primary contact that will be responsible for day-to-day activities for your organization with the IESO.

Name of Primary Contact:	Robert Buttiglieri
Position:	Asset Manager
Address:	850 New Burton Road, Suite 201
City/Province/Postal Code:	Dover, DELAWARE 19904
Email Address:	rbuttiglieri@easterngen.com
Phone:	2127920896
Fax:	

SCHEDULE 2

MEANING OF ACCREDITED INVESTOR

"accredited investor" means

(a) a Canadian financial institution, or a Schedule III bank;

(b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

(c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary except the voting securities required by law to be owned by directors of that subsidiary;

(d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

(e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

(f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;

(g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de I'ile de Montréal or an intermunicipal management board in Québec;

(h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

(i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;

(j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds $1,000,000;

(k) an individual whose net income before taxes exceeded $200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

(l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000;

(m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements;

(n) an investment fund that distributes or has distributed its securities only to:

i) a person that is or was an accredited investor at the time of the distribution,

(ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 *[Minimum amount investment]*, and 2.19 *[Additional investment in investment funds]*, or

(iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 *[Investment fund reinvestment]*;

(o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

(p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

(q) a person acting on behalf of a fully managed account managed by that person, if that person:

(i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and

(ii) in Ontario, is purchasing a security that is not a security of an investment fund;

(r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

(s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

(t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

(u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or

(v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as:

(i) an accredited investor, or

(ii) an exempt purchaser in Alberta or British Columbia after this Instrument comes into force.

– End of Document –

Exhibit B

Legal Opinion of Applicant’s Counsel

LEGAL OPINION

The following opinion is given in support of the foregoing Application of GB II New York LLC for Authorization to Transmit Electric Energy to Canada (the "Application").

1. GB II New York LLC is a duly incorporated and validly existing limited liability company, which is in good standing under the laws of the State of Delaware.

2. GB II New York LLC has the corporate capacity to act in the manner described in the Application.

3. To the best of my knowledge and belief, GB II New York LLC is in the process of complying with all Federal and State laws regarding the matters contemplated in the Application.

Jason Buchman
General Counsel
GB II New York LLC

Dated: November 4, 2025

Exhibit C

Transmission Facilities

Existing and Planned International Transmission Facilities[1]

Owner	Location	Voltage	Presidential Permit No.[2]
Bangor Hydro-Electric Company	Baileyville, ME	345-kV	PP-89
Basin Electric Power Cooperative	Tioga, ND	230-kV	PP-64
Bonneville Power Administration (BPA)	Blaine, WA Nelway, WA Nelway, WA	2-500-Kv 230-kV 230-kV	PP-10 PP-36 PP-46
CHPE LLC	Champlain, NY	±230-kV DC	PP-481
Eastern Maine Electric Cooperative, Inc.	Calais, ME	69-kV	PP-32 PP-501 PP-20
International Transmission Company	Detroit, MI Marysville, MI St. Claire, MI St. Claire, MI	230-kV 230-kV 230-kV 345-kV	PP-230 PP-230 PP-230 PP-230
ITC Lake Erie Connector	Erie County, PA	320-kV	PP-412*
Highgate Joint Owners	Highgate, VT	120-kV	PP-82-5
Long Sault, Inc.	Massena, NY	2-115-kV	PP-24
Maine Electric Power Company	Houlton, ME	345-kV	PP-43
Maine Public Service Company	Limestone, ME Fort Fairfield, ME Madawaska, ME Aroostook, ME	69-kV 69-kV 138-kV 2-69-kV	PP-12 PP-12 PP-29 PP-29
Minnesota Power, Inc.	International Falls, MN Roseau County, MN	115-kV 500-kV	PP-78 PP-398
Minnkota Power Cooperative	Roseau County, MN	230-kV	PP-61
Montana Alberta Tie Ltd.	Cut Bank, MT	230-kV	PP-399
NECEC Transmission LLC	Beattie Township, ME	±320-kV	PP-438*
New York Power Authority	Massena, NY Massena, NY Niagara Falls, NY	765-kV 2-230-kV 2-345-kV	PP-56 PP-25 PP-74

1 These international transmission facilities are authorized by Presidential Permit and available for open access transmission as of the most recent order authorizing electricity exports to Canada. *See Macquarie Energy LLC*, Order Authorizing Electricity Exports to Canada at 15-17, Order No. EA-479-A (July 11, 2025).

2 These Presidential Permit numbers refer to the generic DOE permit number and are intended to include any subsequent amendments to the permit authorizing the facility

Owner	Location	Voltage	Presidential Permit No.[2]
	Devils Hole, NY	230-kV	PP-30
Niagara Mohawk Power Corp.	Devils Hole, NY	230-kV	PP-190
Northern States Power Company	Red River, ND Roseau County, MN Rugby, ND	230-kV 500-kV 230-kV	PP-45 PP-63 PP-231
Sea Breeze Olympic Converter LP	Port Angeles, WA	±450-kV DC	PP-299*
TDI New England	Alburgh, VT	±320-kV DC	PP-400*
Vermont Electric Power Co.	Derby Line, VT	120-kV	PP-66
Vermont Electric Transmission Co.	Norton, VT	±450-kV DC	PP-76
Vermont Transco LLC	Highgate, VT	120 kV	PP-82
Versant Power	Easton, ME Fort Fairfield, ME Madawaska, ME Baileyville, ME	7.2 kV 69 kV 138 kV 345 kV	PP-499 PP-497 PP-498 PP-500

* These transmission facilities have been authorized but not yet constructed or placed into operation.

Attachment 1

Verification

<u>**VERIFICATION**</u>

Jason Buchman, being first duly sworn, states that he is the General Counsel of GB II New York LLC; that he is authorized to execute this verification; that he has read the above and foregoing Application and is familiar with the contents thereof; and that all statements contained therein are true and correct to the best of his knowledge, information, and belief.

Jason Buchman
General Counsel
GB II New York LLC

Subscribed and sworn to before me this 4th day of November, 2025.

Notary Public
for the State of Texas

KIMBERLY S. MURPHY
Notary Public, State of Texas
Comm. Expires 07-13-2026
Notary ID 1750929

My Commission expires: 07-13-2026

Attachment 2

Affidavit of Liam Baker

UNITED STATES OF AMERICA
BEFORE THE
DEPARTMENT OF ENERGY
GRID DEPLOYMENT OFFICE

GB II New York LLC	**)**	**Docket No. EA-____**

AFFIDAVIT OF LIAM BAKER

1. My name is Liam Baker. I am the Senior Vice President, Regulatory Affairs, at Alpha Generation, LLC ("AlphaGen"). I am submitting this affidavit in support of the "Application of GB II New York LLC for Authorization to Transmit Electric Energy to Canada" (the "Application").

2. GB II New York LLC ("GB II New York") is an indirect, wholly owned subsidiary of AlphaGen.

3. GB II New York owns and operates the Bethlehem Energy Center, an 817 MW (summer rating) natural gas-fired electric generation facility located in Glenmont, New York. The Bethlehem Energy Center is interconnected to the transmission grid operated by the New York Independent System Operator, Inc. ("NYISO").

4. GB II New York does not have load obligations in the NYISO market or elsewhere in the United States. GB II New York generally sells the electric energy produced by the Bethlehem Energy Center into the NYISO markets. As described in the Application, GB II New York has also entered into a contractual commitment to sell installed capacity and associated energy in Canada.

5. In conducting a routine review of GB II New York's compliance with regulatory requirements, on September 22, 2025, AlphaGen realized that there have been limited occasions in the past where GB II New York has sold electric energy produced by the

Bethlehem Energy Center to purchasers in Canada. The table below shows the dates on which GB II New York sold electricity in Canada, and the amounts (in MWh) of such sales:

Date	Sales (in MWh)
5/13/2025	1.0
5/21/2025	1160.0
6/23/2025	2610.0
6/24/2025	2539.0
7/15/2025	2610.0
7/28/2025	2610.0
7/29/2025	2610.0
8/11/2025	2610.0
8/12/2025	2610.0
8/13/2025	2610.0

6. The sales listed above on May 13, 2025, and May 21, 2025, by GB II New York were for test energy only. Thus, since sales to Canada commenced, there have been a total of only eight transactions that were the subject of the contractual obligations discussed in the Application, all of which occurred in the three-month period from June-August 2025.

7. Upon discussing the matter with employees of GB II New York, I determined that the sales above resulted from the mistaken belief that, because GB II New York has been granted market-based rate authorization by the Federal Energy Regulatory Commission, no other authorizations were required for sales into Canada.

8. Upon discovering that unauthorized sales had been made, GB II New York immediately instructed its counsel to contact the Staff of the Department of Energy and initiated this Application process to ensure the requisite authorization is obtained as quickly as possible.

GB II New York has not made sales into Canada since learning of this oversight and has committed not to make future sales in Canada until such authorization is obtained.

9. GB II New York has now also taken steps to avoid a recurrence of this error by designating specific personnel to monitor required authorizations, including the authorization requested in the Application.

Liam Baker
Senior Vice President, Regulatory Affairs
Alpha Generation, LLC

Subscribed and sworn to before me this 4th day of November, 2025.

Megan Gorman
Notary Public
for the State of Connecticut

MEGAN GORMAN
Notary Public, State of Connecticut
My Commission Expires 03/31/2030

My Commission expires: 3/31/2030

Attachment 3

FERC Order Granting Market-Based Rate Authorization

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
PSEG Power New York Inc.
Docket No. ER22-40-001

Issued: November 19, 2021

Cara J. Lewis
PSEG Services Corporation
80 Park Plaza
Newark, New Jersey 07201

Reference: Market-Based Rate Authorization

On October 4, 2021, as amended on October 29, 2021, you filed on behalf of PSEG Power New York Inc. (PSEG NY) an application for market-based rate authority with an accompanying tariff. The proposed market-based rate tariff provides for the sale of energy, capacity, and ancillary services at market-based rates.[1] You request on behalf of PSEG NY waivers commonly granted to similar market-based rate applicants. PSEG NY's market-based rate tariff is accepted for filing, effective December 3, 2021, as requested.[2] Based on your representations, PSEG NY meets the criteria for a Category 2

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[1] PSEG NY requests authorization to sell ancillary services in all of the regional transmission organization or independent system operator markets for which the Commission has approved sales of specific ancillary services. PSEG NY also requests authorization to engage in the sale of certain ancillary services as a third-party provider in other markets.

[2] PSEG Power New York Inc., Market Based Rate Tariff; FERC Electric, Market-Based Rate (1.0.0). The next time PSEG NY makes a market-based rate filing with the Commission, it must include a revised tariff in compliance with Order Nos. 697 and 697-A to include appropriate citations. *See Market-Based Rates for Wholesale Sales of Elec. Energy, Capacity & Ancillary Servs. by Pub. Utils.*, Order No. 697, 119 FERC ¶ 61,295, at P 916 (2007), *order on reh'g*, Order No. 697-A, 123 FERC ¶ 61,055, at P 384 (2008). *See also Niagara Mohawk Power Corporation*, 121 FERC ¶ 61,275 (2007) at P 8.

seller in the Northeast region and a Category 1 seller in all other regions, and is so designated.[3]

Your filings were noticed on October 4, 2021 and October 29, 2021, with comments, protests, or interventions due on or before November 5, 2021. None was filed.

Market-Based Rate Authorization

The Commission allows power sales at market-based rates if the seller and its affiliates do not have, or have adequately mitigated, horizontal and vertical market power.[4]

You represent that PSEG NY is owned by Public Service Enterprise Group Incorporated and owns, operates, or controls 815 megawatts of generation capacity in the New York Independent System Operator, Inc. (NYISO) market. In lieu of submitting the indicative market power screens for the NYISO market, you state that you are relying on Commission-approved market monitoring and mitigation to address potential horizontal market power that PSEG NY may have in that market.[5] Based on your representations, PSEG NY satisfies the Commission's requirements for market-based rate authority regarding horizontal market power.[6]

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[3] *See Refinements to Policies and Procedures for Market-Based Rates for Wholesale Sales of Elec. Energy, Capacity & Ancillary Servs. by Pub. Utils.*, Order No. 816, 153 FERC ¶ 61,065, at P 320 (2015). Order No. 697, 119 FERC ¶ 61,295 at PP 848-850. PSEG NY must file an updated market power analysis for each region in which it is designated as a Category 2 seller in compliance with the regional reporting schedule. *See* Order No. 816, 153 FERC ¶ 61,065 at P 353.

[4] Order No. 697, 119 FERC ¶ 61,295 at PP 62, 399, 408, 440.

[5] 18 C.F.R. § 35.37(c)(4) (2020); *see also Refinements to Horizontal Mkt. Power Analysis for Sellers in Certain Reg'l Transmission Org. & Indep. Sys. Operator Mkts.*, Order No. 861, 168 FERC ¶ 61,040 (2019), *order on reh'g*, 170 FERC ¶ 61,106 (2020).

[6] We note that PSEG NY is not being granted authority to make third-party sales of operating reserves to a public utility that is purchasing ancillary services to satisfy its own open access transmission tariff requirements to offer ancillary services to its own customers. If PSEG NY seeks such authority, it must make the required showing and receive Commission authorization prior to making such sales. *See Third-Party Provision of Ancillary Servs.; Accounting and Financial Reporting for New Elec. Storage Technologies*, Order No. 784, 144 FERC ¶ 61,056, at PP 200-202 (2013), *order on*

With respect to vertical market power, you represent that PSEG NY and its affiliates either do not own, operate, or control any transmission facilities; or own, operate, or control transmission facilities that: (a) have a Commission-approved Open Access Transmission Tariff (OATT) on file; (b) are under the operational control of a regional transmission organization or an independent system operator; (c) have received waiver of the OATT requirement under 18 C.F.R. § 35.28(d)(1); or (d) satisfy the requirements for a blanket waiver under 18 C.F.R. § 35.28(d)(2).[7] Further, you affirmatively state that PSEG NY and its affiliates have not erected barriers to entry and will not erect barriers to entry into the relevant market. Based on your representations, PSEG NY satisfies the Commission's requirements for market-based rate authority regarding vertical market power.

Waivers, Authorizations, and Reporting Requirements

PSEG NY's request for waiver of Subparts B and C of Part 35 of the Commission's regulations requiring the filing of cost-of-service information, except for sections 35.12(a), 35.13(b), 35.15 and 35.16 is granted. PSEG NY's request for waiver of Part 41 and Part 141 of the Commission's regulations concerning accounting and reporting requirements is granted with the exception of 18 C.F.R. §§ 141.14 and 141.15.[8] PSEG NY's request for waiver of Part 101 of the Commission's regulations is hereby granted, with the exception that waiver of the provisions of Part 101 that apply to hydropower licensees is not granted with respect to licensed hydropower projects.[9] Notwithstanding the waiver of the accounting and reporting requirements here, PSEG NY

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clarification, Order No. 784-A, 146 FERC ¶ 61,114 (2014).

[7] *See Open Access and Priority Rights on Interconnection Customer's Interconnection Facilities*, Order No. 807, 150 FERC ¶ 61,211, *order on reh'g*, Order No. 807-A, 153 FERC ¶ 61,047 (2015).

[8] *See* Order No. 697, 119 FERC ¶ 61,295 at PP 984-985.

[9] Hydropower licensees are required to comply with the requirements of the Uniform System of Accounts pursuant to 18 C.F.R. Part 101 to the extent necessary to carry out their responsibilities under Part I of the Federal Power Act (FPA). We further note that a licensee's status as a market-based rate seller under Part II of the FPA does not exempt it from its accounting responsibilities as a licensee under Part I of the FPA. *See* Order No. 816, 153 FERC ¶ 61,065 at PP 345-350; *Seneca Gen., LLC,* 145 FERC ¶ 61,096, at P 23, n.20 (2013) (citing *Trafalgar Power, Inc.,* 87 FERC ¶ 61,207, at 61,798 (1999) (noting that "all licensees are required to comply with the requirements of the Uniform System of Accounts to the extent necessary to carry out their responsibilities under [s]ections 4(b), 10(d) and 14 of the FPA")).

is expected to keep its accounting records in accordance with generally accepted accounting principles.

PSEG NY requests blanket authorization under Part 34 of the Commission's regulations for all future issuances of securities and assumptions of liability. A separate notice was published in the Federal Register establishing a period during which protests could be filed. None was filed. PSEG NY is authorized to issue securities and assume obligations or liabilities as guarantor, indorser, surety, or otherwise in respect of any security of another person; provided that such issue or assumption is for some lawful object within the corporate purposes of PSEG NY, compatible with the public interest, and reasonably necessary or appropriate for such purposes.[10]

PSEG NY must file Electric Quarterly Reports (EQRs) with the Commission, consistent with Order Nos. 2001[11] and 768.[12] PSEG NY must file EQRs electronically with the Commission consistent with the procedures set forth in Order No. 770.[13] PSEG NY further must timely report to the Commission any change in status that would reflect a departure from the characteristics the Commission relied upon in granting market-based rate authority.[14]

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[10] *See* Order No. 697, 119 FERC ¶ 61,295 at PP 999-1000.

[11] *Revised Pub. Util. Filing Requirements,* Order No. 2001, 99 FERC ¶ 61,107, *reh'g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reh'g denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *order directing filing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *order directing filing*, Order No. 2001-D, 102 FERC ¶ 61,334, *order refining filing requirements*, Order No. 2001-E, 105 FERC ¶ 61,352 (2003), *order on clarification*, Order No. 2001-F, 106 FERC ¶ 61,060 (2004), *order revising filing requirements*, Order No. 2001-G, 120 FERC ¶ 61,270, *order on reh'g and clarification*, Order No. 2001-H, 121 FERC ¶ 61,289 (2007), *order revising filing requirements*, Order No. 2001-I, 125 FERC ¶ 61,103 (2008).

[12] *Elec. Mkt. Transparency Provisions of Section 220 of the Fed. Power Act*, Order No. 768, 140 FERC ¶ 61,232 (2012), *order on reh'g*, Order No. 768-A, 143 FERC ¶ 61,054 (2013).

[13] *See Revisions to Elec. Quarterly Report Filing Process*, Order No. 770, 141 FERC ¶ 61,120, at P 3 (2012) (citing Order No. 2001, 99 FERC ¶ 61,107 at P 31).

[14] 18 C.F.R. § 35.42 (2020); *see also Reporting Requirement for Changes in Status for Pub. Utils. with Market-Based Rate Auth.*, Order No. 652, 110 FERC ¶ 61,097, *order on reh'g*, Order No. 652-A, 111 FERC ¶ 61,413 (2005).

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against any of the applicant.

This action is taken pursuant to the authority delegated to the Director, Division of Electric Power Regulation - West, under 18 C.F.R. § 375.307. This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R § 385.713.

Issued by: Steven T. Wellner, Director, Division of Electric Power Regulation - West

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
GB II New York LLC
Docket No. ER22-1662-001

Issued: July 15, 2022

Vincenzo Franco
Rock Creek Energy Group LLP
1 Thomas Circle, N.W.
Suite 700
Washington, D.C. 20005

Reference: Notice of Succession

On April 19, 2022, as amended on May 26, 2022, you filed on behalf of GB II New York LLC a revised market-based rate tariff reflecting the name change of PSEG Power New York LLC to GB II New York LLC and other ministerial changes. GB II New York LLC's revised market-based rate tariff is accepted for filing, effective April 20, 2022, as requested.[1]

Your filings were noticed on April 19, 2022 and May 26, 2022, with comments, protests or interventions due on or before May 10, 2022 and June 16, 2022, respectively. None was filed.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against any of the applicant(s).

This action is taken pursuant to the authority delegated to the Director, Division of Electric Power Regulation - West, under 18 C.F.R. § 375.307. This order constitutes

[1] GB II New York LLC, Market Based Rate Tariff; FERC Electric, Market-Based Rate (2.1.0).

final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Carlos D. Clay, Acting Director, Division of Electric Power Regulation - West