Attachment IV

22 Attachment P – Transmission Interconnection Procedures

~~30.1~~22.1 Definitions

Whenever used in these ~~Large Facility~~Transmission Interconnection Procedures with initial capitalization, the following terms shall have the meanings specified in this Section ~~30.1~~22.1. Terms used in these procedures with initial capitalization that are not defined in this Section ~~30.1~~22.1 shall have the meanings specified in ~~Section 30.1 or~~Sections 30.1 of Attachment X , Section 25.1.2 of Attachment S, or Section 31.1.1 of Attachment Y of the ~~NYISO~~ISO OATT, or ~~in Article 2 of the NYISO~~, if not defined therein, in Section 1 of the ISO OATT or Section 2 of the ISO Services Tariff.

~~**Affected System shall mean an electric system other than the transmission system owned, controlled or operated by the Connecting Transmission Owner that may be affected by the proposed interconnection.**~~

~~**Affected System Operator shall mean the entity that operates an Affected System.**~~

~~**Affected Transmission Owner shall mean the New York public utility or authority (or its designated agent) other than the Connecting Transmission Owner that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, and (ii) owns, leases or otherwise possesses an interest in a portion of the New York State Transmission System where System Deliverability Upgrades or System Upgrade Facilities are installed pursuant to Attachment X and Attachment S of the Tariff.**~~

~~**Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority, including but not limited to Environmental Law.**~~

~~**Applicable Reliability Councils shall mean the NERC, the NPCC and the NYSRC.**~~

Applicable Reliability Standards shall mean the requirements and guidelines of the Applicable Reliability Councils, and the Transmission District, to which the Developer's ~~Large Facility~~Transmission Project is directly interconnected, as those requirements and guidelines are amended and modified and in effect from time to time; provided that no Party shall waive its right to challenge the applicability or validity of any requirement or guideline as applied to it in the context of the ~~Large Facility~~Transmission Interconnection Procedures.

~~**Attachment Facilities shall mean the Connecting Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities. Collectively, Attachment Facilities include all facilities and equipment between the Large Generating Facility or Merchant**~~

~~Transmission Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Large Facility to the New York State Transmission System. Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities, Distribution Upgrades, System Upgrade Facilities or System Deliverability Upgrades.~~

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the **Transmission** Interconnection Studies by ~~NYISO~~**the ISO**, Connecting Transmission Owner**,** or **the Transmission** Developer~~;~~**, as** described in Section ~~30.2.3 of the Large Facility~~**22.6.1 of the Transmission** Interconnection Procedures.

~~Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.~~

~~Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.~~

~~Business Day shall mean Monday through Friday, excluding federal holidays.~~

~~Byway shall mean all transmission facilities comprising the New York State Transmission System that are neither Highways nor Other Interfaces. All transmission facilities in Zone J and Zone K are Byways.~~

~~Calendar Day shall mean any day including Saturday, Sunday or a federal holiday.~~

~~Capacity Region shall mean one of four subsets of the Installed Capacity statewide markets comprised of: (1) Rest of State (*i.e.*, Load Zones A through F); (2) Lower Hudson Valley (*i.e.*, Load Zones G, H and I); (3) New York City (*i.e.*, Load Zone J); and (4) Long Island (*i.e.*, Load Zone K), except for Class Year Interconnection Facilities Studies conducted prior to Class Year 2012, for which "Capacity Region" shall be defined as set forth in Section 25.7.3 of Attachment S to the NYISO OATT.~~

~~Capacity Resource Interconnection Service ("CRIS") shall mean the service provided by NYISO to interconnect the Developer's Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System or to the Distribution System in accordance with the NYISO Deliverability Interconnection Standard, to enable the New York State Transmission System to deliver electric capacity from the Large Generating Facility or Merchant Transmission Facility, pursuant to the terms of the NYISO OATT.~~

~~Class Year shall mean the group of generation and merchant transmission projects included in any particular Class Year Interconnection Facilities Study (Annual Transmission Reliability Assessment and/or Class Year Deliverability Study), in accordance with the criteria specified in Attachment S and in Attachment Z for including such projects.~~

~~Class Year Deliverability Study shall mean an assessment, conducted by the NYISO staff in cooperation with Market Participants, to determine the System Deliverability Upgrades required for each generation and merchant transmission project included in the Class Year~~

~~**Interconnection Facilities Study to interconnect to the New York State Transmission System or to the Distribution System in compliance with the NYISO Deliverability Interconnection Standard.**~~

~~**Class Year Interconnection Facilities Study shall mean a study conducted by NYISO or a third party consultant for the Developer to determine a list of facilities (including Connecting Transmission Owner's Attachment Facilities, Distribution Upgrades, System Upgrade Facilities and System Deliverability Upgrades as identified in the Interconnection System Reliability Impact Study), the cost of those facilities, and the time required to interconnect the Large Generating Facility or Merchant Transmission Facility with the New York State Transmission System or with the Distribution System. The scope of the study is defined in Section 30.8 of the Standard Large Facility Interconnection Procedures.**~~

~~**Class Year Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Facility Interconnection Procedures for conducting the Class Year Interconnection Facilities Study.**~~

~~**Class Year Project shall mean an Eligible Class Year Project with an executed Class Year Interconnection Facilities Study Agreement that thereby becomes one of the group of generation and Merchant Transmission Facilities included in any particular Class Year Interconnection Facilities Study (Annual Transmission Reliability Assessment and/or Class Year Deliverability Study), in accordance with the criteria specified in this Attachment S and in Attachment Z for including such projects.**~~

~~**Class Year Start Date shall mean the deadline for Eligible Class Year Projects to enter a Class Year Interconnection Facilities Study, determined in accordance with Section 25.5.9 of Attachment S.**~~

~~**Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Reliability Impact Study.**~~

~~**Commercial Operation shall mean the status of a Large Facility that has commenced generating or transmitting electricity for sale, excluding electricity generated or transmitted during Trial Operation.**~~

~~**Commercial Operation Date of a unit shall mean the date on which the Large Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.**~~

~~**Confidential Information shall mean any information that is defined as confidential by Section 30.13.1 of the Large Facility Interconnection Procedures.**~~

Connecting Transmission Owner shall mean the New York public utility or authority (or its designated agent) that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, **or** (ii) owns, leases or otherwise possesses an interest in the portion of the New York State Transmission System ~~**or Distribution System**~~ at the Point of Interconnection~~**, and (iii) is a Party to the Standard Large**~~

~~Interconnection Agreement.~~**. If a Transmission Project interconnects to more than one Connecting Transmission Owner, the term Connecting Transmission Owner as it appears in this Attachment P shall be read to include all of the Transmission Project's Connecting Transmission Owners.**

~~Connecting Transmission Owner's Attachment Facilities shall mean all facilities and equipment owned, controlled or operated by the Connecting Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Connecting Transmission Owner's Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities or System Upgrade Facilities.~~

~~Default shall mean the failure of a Party in Breach of the Standard Large Generator Interconnection Agreement to cure such Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.~~

~~Deliverability Interconnection Standard shall mean the standard that must be met by any Large Generating Facility proposing to interconnect to the New York State Transmission System or to the Distribution System and to become a qualified Installed Capacity Supplier, and must be met by any Merchant Transmission Facility proposing to interconnect to the New York State Transmission System or to the Distribution System and receive Unforced Capacity Delivery Rights. To meet the NYISO Deliverability Interconnection Standard, the Developer of the proposed project must, in accordance with the rules in Attachment S to the NYISO OATT, fund or commit to fund the System Deliverability Upgrades identified for its project in the Class Year Deliverability Study.~~

~~Developer's Attachment~~ **Facilities** **Study** shall mean ~~all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Large Generating Facility or Merchant Transmission Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically~~**the study conducted pursuant to Section 22.9 of this Attachment P to determine a list of facilities required to reliably interconnect the Transmission Project (including Network Upgrade Facilities) as identified in the System Impact Study, the cost of those facilities, and the time required to** interconnect the ~~Large Generating Facility or Merchant~~ Transmission ~~Facility to~~**Project with** the New York State Transmission System. ~~Developer's Attachment Facilities are sole use facilities.~~

~~Dispute Resolution~~**Facilities Study Agreement** shall mean the ~~procedure~~**agreement** described in Section ~~30.13.5 of the Large Facility Interconnection Procedures for resolution of a dispute between the Parties~~**22.9.1 of this Attachment P**.

~~Distribution System shall mean the Transmission Owner's facilities and equipment used to distribute electricity that are subject to FERC jurisdiction, and are subject to the NYISO's LFIP or SGIP under FERC Order Nos. 2003 and/or 2006. The term Distribution System shall not include LIPA's distribution facilities.~~

In-Service Date shall mean the date upon which the Transmission Project is energized consistent with the provisions of the Transmission Project Interconnection Agreement and available to provide Transmission Service under the NYISO Tariffs.

~~**Distribution Upgrades**~~**Network Upgrade Facilities** shall mean the **least costly configuration of commercially available components of electrical equipment that can be used, consistent with good utility practice and Applicable Reliability Requirements, to make the** modifications or additions to the ~~**existing Distribution System at or beyond the Point of Interconnection**~~**New York State Transmission System** that are required for the proposed ~~**project**~~**Transmission Project** to connect reliably to the system in a manner that meets the NYISO ~~**Minimum**~~**Transmission** Interconnection Standard.

~~**Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties, subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.**~~

~~**Eligible Class Year Project: Any Developer or Interconnection Customer that (1) satisfies the criteria for inclusion in the next Class Year Interconnection Facilities Study, as those criteria are specified in Sections 25.5.9 and 25.6.2.3.1 of Attachment S to the OATT, Section 32.1.1.7 of Attachment Z to the OATT and/or Section 32.3.5.3.2 of Attachment Z to the OATT; or (2) that has completed a Class Year Interconnection Facilities Study for Energy Resource Interconnection Service, seeks evaluation for Capacity Resource Interconnection Service in accordance with Section 25.8.2.3 of this Attachment S and satisfies the criteria for inclusion in the next Class Year Interconnection Facilities Study specified in Section 25.5.9 of Attachment S to the OATT.**~~

~~**Energy Resource Interconnection Service ("ERIS") shall mean the service provided by NYISO to interconnect the Developer's Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System or to the Distribution System, in accordance with the NYISO Minimum Interconnection Standard, to enable the New York State Transmission System to receive Energy and Ancillary Services from the Large Generating Facility or Merchant Transmission Facility, pursuant to the terms of the NYISO OATT.**~~

~~**Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Connecting Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.**~~

~~**Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.**~~

~~**External CRIS Rights: A determination of deliverability within the Rest of State Capacity Region (*i.e.*, Load Zones A-F), awarded by the NYISO for a term of five (5) years or longer, to a specified number of Megawatts of External Installed Capacity that satisfy the requirements set forth in Section 25.7.11 of Attachment S to the NYISO OATT, and that can be certified in a Bilateral Transaction used for the NYCA and not a Locality, or sold**~~

~~into the NYCA for an Installed Capacity auction and not in an Installed Capacity auction for a Locality.~~

~~Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.~~

~~Generating Facility shall mean Developer's device for the production of electricity identified in the Interconnection Request, but shall not include the Developer's Attachment Facilities or Distribution Upgrades.~~

~~Generating Facility Capacity shall mean the net seasonal capacity of the Generating Facility and the aggregate net seasonal capacity of the Generating Facility where it includes multiple energy production devices.~~

~~Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over any of the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Developer, NYISO, Affected Transmission Owner, Connecting Transmission Owner, or any Affiliate thereof.~~

~~Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.~~

~~Highway shall mean 115 kV and higher transmission facilities that comprise the following NYCA interfaces: Dysinger East, West Central, Volney East, Moses South, Central East/Total East, and UPNY-ConEd, and their immediately connected, in series, Bulk Power System facilities in New York State. Each interface shall be evaluated to determine additional "in series" facilities, defined as any transmission facility higher than 115 kV that (a) is located in an upstream or downstream zone adjacent to the interface and (b) has a power transfer distribution factor (DFAX) equal to or greater than five percent when the aggregate of generation in zones or systems adjacent to the upstream zone or zones which define the interface is shifted to the aggregate of generation in zones or systems adjacent to the downstream zone or zones which define the interface. In determining "in series" facilities for Dysinger East and West Central interfaces, the 115 kV and 230 kV tie lines~~

~~between NYCA and PJM located in LBMP Zones A and B shall not participate in the transfer. Highway transmission facilities are listed in ISO Procedures.~~

~~Initial Synchronization Date shall mean the date upon which the Large Generating Facility or Merchant Transmission Facility is initially synchronized and upon which Trial Operation begins.~~

~~In-Service Date shall mean the date upon which the Developer reasonably expects it will be ready to begin use of the Connecting Transmission Owner's Attachment Facilities to obtain back-feed power.~~

~~Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System or to the Distribution System, the scope of which is described in Section 30.6 of the Standard Large Facility Interconnection Procedures.~~

~~Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Facility Interconnection Procedures for conducting the Interconnection Feasibility Study.~~

~~Interconnection Request shall mean Developer's request, in the form of Appendix 1 to the Standard Large Facility Interconnection Procedures, in accordance with the Tariff, to interconnect a new Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System or to the Distribution System, or to materially increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility or Merchant Transmission Facility that is interconnected with the New York State Transmission System or with the Distribution System.~~

~~Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Reliability Impact Study, and the Class Year Interconnection Facilities Study described in the Standard Large Facility Interconnection Procedures.~~

~~Interconnection System Reliability Impact Study ("SRIS") shall mean an engineering study that evaluates the impact of the proposed Large Generation Facility or Merchant Transmission Facility on the safety and reliability of the New York State Transmission System and, if applicable, an Affected System, to determine what Attachment Facilities, Distribution Upgrades and System Upgrade Facilities are needed for the proposed Large Generation Facility or Merchant Transmission Facility of the Developer to connect reliably to the New York State Transmission System or to the Distribution System in a manner that meets the NYISO Minimum Interconnection Standard. The scope of the SRIS is defined in Section 30.7.3 of the Large Facility Interconnection Procedures.~~

~~Interconnection System Reliability Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Facility Interconnection Procedures for conducting the Interconnection System Reliability Impact Study.~~

~~**IRS shall mean the Internal Revenue Service.**~~

~~**Large Facility shall mean either a Large Generating Facility or a Merchant Transmission Facility.**~~

~~**Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.**~~

~~**Local System Upgrade Facilities shall mean the System Upgrade Facilities necessary to physically interconnect a proposed project to the Connecting Transmission Owner's transmission system, consistent with applicable interconnection and system protection design standards. Local System Upgrade Facilities include any electrical facilities required to make the physical connection (*e.g.*, a new ring bus for a line connection or facilities required to create a new bay for a substation connection). Local System Upgrade Facilities also include any system protection or communication facilities that may be required for protection of the Connecting Transmission Owner's transmission facility (line or substation) involved in the interconnection. Local System Upgrade Facilities do not include System Upgrade Facilities required to mitigate any adverse reliability impact(s) of the project(s) identified through analysis such as power flow, short circuit, or stability (e.g., replacement of a circuit breaker at a nearby substation that becomes overdutied as a result of the project(s)).**~~

~~**Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Indemnified Party's performance or non-performance of its obligations under the Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Party.**~~

~~**Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.**~~

~~**Merchant Transmission Facility shall mean Developer's device for the transmission of electricity identified in the Interconnection Request, proposing to interconnect to the New York State Transmission System, but shall not include Attachment Facilities, System Upgrade Facilities or System Deliverability Upgrades. Merchant Transmission Facilities shall be those transmission facilities developed by an entity that is not a Transmission Owner signatory to the ISO Related Agreements. Merchant Transmission Facilities shall not include upgrades or additions to the New York State Transmission System made by a Transmission Owner signatory to the ISO Related Agreements.**~~

~~**Metering Equipment shall mean all metering equipment installed or to be installed at the Large Generating or Merchant Transmission Facility pursuant to the Standard Large Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.**~~

~~Minimum~~**NYISO Transmission Interconnection Standard** shall mean the reliability standard that must be met by any ~~Large Generating Facility, or a Merchant~~ Transmission ~~Facility,~~**Project** proposing to connect to the New York State Transmission System ~~or to the Distribution System~~. The ~~Standard~~**standard** is designed to ensure reliable access by the proposed project to the New York State Transmission System ~~or to the Distribution System, as applicable. The Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.~~**.**

~~Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Facility Interconnection Procedures, or the Standard Large Generator Interconnection Agreement or its performance.~~

~~NPCC shall mean the Northeast Power Coordinating Council or its successor organization.~~

~~NYISO shall mean the New York Independent System Operator, Inc.~~

~~Open Class Year~~**Optional Feasibility Study** shall mean the ~~Class Year open for new members pursuant to the Class Start Date deadline specified in Section 25.5.9 of~~**preliminary evaluation of the system impact and cost of interconnecting a Transmission Project to the New York State Transmission System conducted at the option of the Transmission Developer pursuant to Section 22.7 of this** Attachment ~~S~~**P**.

~~Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Developer in the Optional Interconnection Study Agreement.~~

Optional ~~Interconnection~~**Feasibility Study Agreement** shall mean the ~~form of agreement contained in Appendix 5 of the Standard Large Facility Interconnection Procedures for conducting the Optional Interconnection Study~~**agreement described in Section 22.7.1 of this Attachment P**.

~~Other Interfaces shall mean the following interfaces into Capacity Regions: Lower Hudson Valley [*i.e.*, Rest of State (Load Zones A-F) to Lower Hudson Valley (Load Zones G, H and I)]; New York City [*i.e.*, Lower Hudson Valley (Load Zones G, H and I) to New York City (Load Zone J)]; and Long Island [*i.e.*, Lower Hudson Valley (Load Zones G, H and I) to Long Island (Load Zone K)], and the following Interfaces between the NYCA and adjacent Control Areas: PJM to NYISO, ISO-NE to NYISO, Hydro-Quebec to NYISO, and Norwalk Harbor (Connecticut) to Northport (Long Island) Cable.~~

Party or Parties shall mean ~~NYISO, Connecting~~**any entity or entities subject to the requirements of these** Transmission ~~Owner, or Developer or any combination of the above~~**Interconnection Procedures**.

~~Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Developer's Attachment Facilities connect to the Connecting Transmission Owner's Attachment Facilities.~~

Point of Interconnection shall mean the ~~point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Attachment Facilities connect~~**point(s) where the Transmission Project connects** to the New York State Transmission System ~~or to the Distribution System~~.

Queue Position shall mean the order of a valid Interconnection Request, **Study Request, or Transmission Interconnection Application** relative to all other **such** pending ~~**valid Interconnection Requests**~~**requests**, that is established based upon the date and time of receipt of the valid ~~**Interconnection Request by NYISO**~~**request by NYISO, unless specifically provided otherwise in an applicable transition rule set forth in Attachment P, Attachment X or Attachment Z to the ISO OATT**.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the ~~**Standard Large Facility**~~**Transmission** Interconnection Procedures ~~**or Standard Large Generator Interconnection Agreement**~~, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting described in Section 22.4.2.4.

Security shall mean a bond, irrevocable letter of credit, parent company guarantee or other form of security from an entity with an investment grade rating, executed for the benefit of the Connecting Transmission Owner, and/or Affected System Operator, meeting the commercially reasonable requirements of the Connecting Transmission Owner, or Affected System Operator with which it is required to be posted pursuant to Section 22.9.3 of this Attachment P.

~~**Scoping Meeting shall mean the meeting between representatives of the Developer, NYISO and Connecting Transmission Owner conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.**~~

~~**Services Tariff shall mean the NYISO Market Administration and Control Area Tariff, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff thereto.**~~

~~**Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Large Generating Facility or Merchant Transmission Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Developer and the entity having the right to sell, lease or grant Developer the right to possess or occupy a site for such purpose.**~~

~~**Stand Alone System Upgrade Facilities shall mean System Upgrade Facilities that a Developer may construct without affecting day-to-day operations of the New York State Transmission System during their construction. NYISO, the Connecting Transmission Owner and the Developer must agree as to what constitutes Stand Alone System Upgrade Facilities and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.**~~

~~Standard Large Facility Interconnection Procedures ("LFIP") shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility or Merchant Transmission Facility that are included in Attachment X of the NYISO OATT.~~

~~Standard Large Generator Interconnection Agreement ("LGIA") shall mean the form of interconnection agreement applicable to a Interconnection Request pertaining to a Large Generating Facility, that is included in Attachment X of the NYISO OATT.~~

System ~~Deliverability Upgrades~~**Impact Study** shall mean the ~~least costly configuration of commercially available components of electrical equipment that can be used, consistent with Good Utility Practice and Applicable Reliability Requirements, to make the modifications or additions to Byways and Highways and Other Interfaces on the existing~~**study conducted pursuant to Section 22.8 of this Attachment P that evaluates the impact of the proposed Transmission Project on the safety and reliability of the** New York State Transmission System ~~that are required~~**and, if applicable, an Affected System, to determine what Network Upgrade Facilities are needed** for the proposed ~~project~~**Transmission Project** to connect reliably to the ~~system~~**New York State Transmission System** in a manner that meets the NYISO ~~Deliverability~~**Transmission** Interconnection Standard ~~for Capacity Resource Interconnection Service~~**described in Section 22.6.4 of this Attachment P**.

~~System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to (1) protect the New York State Transmission System from faults or other electrical disturbances occurring at the Large Generating Facility or Merchant Transmission Facility and (2) protect the Large Generating Facility or Merchant Transmission Facility from faults or other electrical system disturbances occurring on the New York State Transmission System or on other delivery systems or other generating systems to which the New York State Transmission System is directly connected.~~

System Impact Study Agreement shall mean the agreement described in Section 22.8.1 of this Attachment P.

~~System Upgrade Facilities shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent with good utility practice and Applicable Reliability Requirements, to make the modifications to the existing transmission system that are required to maintain system reliability due to: (i) changes in the system including such changes as load growth and changes in load pattern, to be addressed in the form of generic generation or transmission projects; land (ii) proposed interconnections. In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum Interconnection Standard.~~

~~Tariff~~**Transmission Interconnection Application** shall mean the ~~NYISO Open Access~~ Transmission ~~Tariff ("OATT"), as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.~~**Developer's request, in the form of Appendix 1 to the Transmission Interconnection Procedures, to interconnect a Transmission Project to the New York State Transmission System.**

~~**Trial Operation shall mean the period during which Developer is engaged in on-site test operations and commissioning of the Large Generating Facility or Merchant Transmission Facility prior to Commercial Operation.**~~

Transmission Developer shall mean any entity, including the Connecting Transmission Owner or any of its Affiliates or subsidiaries, that proposes to interconnect its Transmission Project with the New York State Transmission System.

Transmission Interconnection Studies shall mean any of the following studies: the Optional Feasibility Study, the System Impact Study, and the Facilities Study described in the Transmission Interconnection Procedures.

Transmission Project shall be a Transmission Developer's proposed transmission facility or facilities that collectively satisfy the definition of Transmission Project in Section 22.3.1.

Transmission Project Interconnection Agreement shall mean the interconnection agreement applicable to a Transmission Interconnection Application pertaining to a Transmission Project that is entered into in accordance with Section 22.11.

~~30.2~~22.2 Scope and Application

~~30.2.1~~22.2.1 Application of ~~Standard Large Facility~~Transmission Interconnection Procedures

~~The Transmission Interconnection Procedures ("TIP") in~~ Sections ~~30.2~~22.2.1 through ~~30.13~~22.13 apply to ~~the~~ processing ~~an~~of a Transmission Interconnection ~~Request~~Application pertaining to a ~~Large Generating Facility or Merchant~~ Transmission ~~Facility~~Project proposing to interconnect to the New York State Transmission System ~~or to the Distribution System~~.

~~30.2.2~~22.2.2 Comparability

The ~~NYISO~~ISO shall receive, process and analyze all Transmission Interconnection ~~Requests~~Applications in a timely manner as set forth in the ~~Large Facility~~Transmission Interconnection Procedures. As described herein, the ~~NYISO~~ISO will process and analyze all Transmission Interconnection ~~Requests~~Applications with independence and impartiality, in cooperation with and with input from the Transmission Developers, Connecting Transmission Owners and other Market Participants. The ~~NYISO~~ISO will perform, oversee or review the Transmission Interconnection Studies to ensure compliance with the ~~Large Facility~~Transmission Interconnection Procedures. The ~~NYISO~~ISO will use the same Reasonable Efforts in processing and analyzing Transmission Interconnection ~~Requests~~Applications from all Transmission Developers, whether or not the ~~Large Generating Facilities or Merchant~~ Transmission Projects are owned by a ~~Connecting~~ Transmission Owner, its subsidiaries or Affiliates, or others.

~~30.2.3 Base Case Data~~

~~The NYISO or Connecting Transmission Owner, depending upon which of those Parties possesses the data requested, shall provide base power flow, short circuit and stability databases, including all underlying assumptions and contingency lists, to the Developer upon request. All Parties shall treat Confidential Information in accordance with Section 30.13.1 of these Large Facility Interconnection Procedures. The NYISO and Connecting Transmission Owner are permitted to require that the Developer sign a non-disclosure agreement before the release of Confidential Information or Critical Energy Infrastructure Information in the Base Case Data. The power flow, short circuit and stability data bases, hereinafter referred to as Base Cases, provided shall be those that the NYISO is using in the Annual Transmission Baseline Assessment then in progress, or if such data bases are not available, the data bases from the last completed Annual Transmission Reliability Assessment conducted pursuant to Attachment S of the OATT prior to the request. In the case of a request from a Developer considering Capacity Resource Interconnection Service, the power flow data bases provided shall include the Annual Transmission Reliability Assessment case from the most recently completed Class Year Deliverability Study.~~

~~30.2.4~~22.2.3 **No Applicability to Transmission Service or Other Services**

Nothing in these ~~Large Facility~~Transmission Interconnection Procedures shall constitute a request for Transmission Service or confer upon a Transmission Developer any right to receive Transmission Service. Nothing in these ~~Large Facility~~Transmission Interconnection Procedures shall constitute a request for, nor agreement to provide, any energy, Ancillary Services or Installed Capacity under the ~~NYISO~~ISO Services Tariff~~, except to the~~

~~extent that a Developer's election of Capacity Resource Interconnection Service and satisfaction of the NYISO Deliverability Interconnection Standard are prerequisites for the Large Generating Facility to become a qualified Installed Capacity Supplier and for the Merchant Transmission Facility to receive Unforced Capacity Deliverability Rights.~~.

22.3 Transmission Projects Subject to Transmission Interconnection Procedures

22.3.1 Definition of a Transmission Project

22.3.1.1 A Transmission Project, as defined in this Section 22.3.1, shall be subject to the Transmission Interconnection Procedures in this Attachment P.

~~30.2.5 Inclusion of Black Start Capability at Large Generating Facility~~

~~A Developer proposing, pursuant to this Attachment X, to interconnect a new Large Generating Facility to Zone J or to modify – i.e., increase the capacity of or make a material modification to the operating characteristics of – an existing Large Generating Facility already interconnected to Zone J that will commence Commercial Operation after November 1, 2012, shall include black start capability at the Large Generating Facility; provided, however, the Large Generating Facility shall not be required to include black start capability if:~~

~~(A) the NYISO determines that: (i) the inclusion of black start capability at the Large Generating Facility would not provide a material benefit to system restoration in Zone J, or (ii) the Developer has shown good cause for not including black start capability at the Large Generating Facility, or~~

~~(B) as of November 1, 2012, the Large Generating Facility has: (i) received one or more draft or final air permits from the appropriate regulatory agency, or (ii) has completed a draft environmental impact statement and submitted it to the appropriate governmental agency for issuance for public comment.~~

~~The inclusion of black start capability at a given Large Generating Facility would provide a material benefit to system restoration in Zone J if, among other things, such action would improve the speed, adequacy, or flexibility of Consolidated Edison Company~~

~~of New York, Inc.'s ("Consolidated Edison's") black start and system restoration plan for restoring electric service in Zone J in a safe, orderly, and prompt manner following a major system disturbance that would require Consolidated Edison to undertake system restoration efforts.~~

~~To facilitate the NYISO's determination regarding material benefit, Consolidated Edison shall at its expense perform contemporaneously with the Interconnection System Reliability Impact Study a separate study to examine whether a new or modified Large Generating Facility would provide a material benefit to system restoration as a black start resource. If requested by the Developer, Consolidated Edison shall perform this separate study contemporaneously with the earlier Interconnection Feasibility Study. If changes to the project made subsequent to this study are deemed by the NYISO to be significant, Consolidated Edison shall perform a new study at the Developer's expense. The study will indicate the black start performance measures under Consolidated Edison's black start and system restoration plan and the impact on relevant factors of the Large Generating Facility having black start capability. Consolidated Edison will provide its study to the NYISO and to the Developer(s) of the Generating Facility(ies) that were considered in the study, subject to appropriate confidentiality protections. Consolidated Edison may provide the study to other parties that have a direct interest in this matter as well, subject to appropriate confidentiality protections.~~

~~If a Developer asserts that good cause exists for not including black start capability at a new or modified Large Generating Facility, it shall provide documentation demonstrating the technical, financial, spatial, and/or other reasons that justify its assertion. Factors that may constitute reasonable justification include, but are not limited~~

~~to: (i) physical site limitations would unreasonably impair the planned use of the site or prevent the inclusion of black start equipment in addition to the equipment required to properly operate and maintain the proposed Large Generating Facility; (ii) the cost of adding black start capability would increase the overall cost of the project to a level that would impair the ability of the Developer to secure financing at commercially competitive terms; or (iii) the inclusion of black start capability would prevent the Developer from obtaining the permits and approvals needed for the project, or result in the imposition of significantly more burdensome permit conditions than would be imposed absent the installation of black start capability. The Developer will provide a study to the NYISO and Consolidated Edison that supports its claim under this section, subject to appropriate confidentiality protections. The Developer may provide the study to other parties that have a direct interest in this matter as well, subject to appropriate confidentiality protections. Any decision by the NYISO regarding a new or modified Large Generating Facility's installation of black start capability pursuant to these provisions shall not be considered precedential or binding on the New York State Board on Electric Generation Siting and the Environment. In the event the New York State Board on Electric Generation Siting and the Environment makes a determination regarding the installation of black start equipment in the course of its siting process under Public Service Law Article 10, the NYISO will accept that determination and not make a separate determination hereunder.~~

~~30.3 Interconnection Requests~~

~~30.3.1 General~~

~~A Developer proposing to interconnect a new Large Facility~~22.3.1.2 Except as otherwise provided in Section 31.3.1.3, a Transmission Project shall include a Transmission Developer's proposed new transmission facility that will interconnect to the New York State Transmission System or ~~to the Distribution System, or proposing to materially increase the capacity of, or make a material modification to the operating characteristics~~a Transmission Developer's proposed upgrade – an improvement to, addition to, or replacement of a part of~~,~~ an existing ~~Large Facility that is interconnected~~transmission facility – to the New York State Transmission System ~~or to~~,

~~the Distribution System shall submit to the NYISO a Interconnection Request in the form of Appendix 1 to these Large Facility Interconnection Procedures. An increase in the capacity of an existing Large Facility is a material increase for purposes of this Section 30.3.1 unless the increase (a) is not associated with any equipment changes or is associated with equipment changes determined by the NYISO to be non-material; and (b) is an increase in the Large Facility's existing ERIS level that is equal to or less than ten (10) megawatts or five (5) percent, whichever is greater. For purposes of this Section 30.3.1, the existing ERIS level of an existing Large Facility is (a) the greater of (i) the existing Large Facility's CRIS level determined as a facility pre-dating Class Year 2007 pursuant to Section 25.9.3.1 of Attachment S of the OATT, if applicable; or (ii) the final maximum summer megawatt electrical output studied for ERIS in the NYISO's interconnection process for the existing Large Facility; or (b) if neither (a)(i) nor (a)(ii) are applicable, the existing ERIS level is the value reflected in the Large Facility's interconnection agreement~~

~~or other applicable documentation governing the Large Facility's interconnection. If the existing Large Facility is a temperature sensitive unit, the maximum capacity of which varies based on ambient temperature, the increase in existing capacity will be measured based on the largest increase from the existing capacity to the proposed capacity at the same temperature, *i.e.*, at the same temperature along the maximum megawatt electrical output versus temperature curves.~~22.3.1.3 Notwithstanding the definition of Transmission Project in Section 22.3.1.2, the following transmission facilities will not be a Transmission Project that is subject to these Transmission Interconnection Procedures: (i) a proposed controllable transmission line for which the proposing entity is seeking CRIS to receive Unforced Capacity Deliverability Rights (or "UDRs"), or (ii) a new transmission facility or upgrade proposed by a Transmission Owner in its Local Transmission Owner Plan or NYPA transmission plan that is not subject to the ISO's competitive selection process in the ISO's Comprehensive System Planning Process in Attachment Y of the ISO OATT and for which the Transmission Owner is not seeking cost allocation under the ISO OATT. A proposed controllable line for which the proposing entity is seeking CRIS to receive UDRs shall be subject to the interconnection requirements in Attachments S and X of the ISO OATT. A Transmission Owner's proposed new transmission facility or upgrade that is not a Transmission Project shall be subject to the transmission expansion requirements in Section 3.7 of the ISO OATT.

22.3.2 Entering Service Early to Maintain System Reliability

If a Transmission Developer requests to enter into service prior to the completion of all Transmission Interconnection Studies and the completion of any required Network

Upgrade Facilities, the Connecting Transmission Owner and the ISO will permit to the Transmission Project's early entry into service if: (i) there is a Transmission Project Interconnection Agreement for the Transmission Project, and (ii) the ISO and Connecting Transmission Owner(s) have determined that the Transmission Project can enter into service without violating Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and the Transmission Project Interconnection Agreement.

22.3.3 Procedures for Interconnection Requests and Study Requests Submitted Prior to the Effective Date of the Transmission Interconnection Procedures

22.3.3.1 Queue Position for Pending Requests

22.3.3.1.1 Any Transmission Developer assigned one or more Queue Position(s) for its Transmission Project prior to the effective date of these Transmission Interconnection Procedures as a Developer for an Interconnection Request submitted pursuant to Attachment X of the ISO OATT or for a Study Request submitted pursuant to Sections 3.7 or 4.5 of the OATT shall retain that Queue Position and may, as applicable, consolidate multiple Queue Positions that collectively address the Transmission Project into one Queue Position.

22.3.3.1.2 If an agreement for one of the Interconnection Studies under Attachment X of the ISO OATT or the System Impact Study or Facilities Study under Sections 3.7 or 4.5 of the OATT for a Transmission Project has not been executed as of the effective date of these Transmission Interconnection Procedures, then such study, and any subsequent studies, shall be processed in accordance with these Transmission Interconnection

Procedures.

22.3.3.1.3 If an agreement for one of the Interconnection Studies under Attachment X of the ISO OATT or the System Impact Study or Facilities Study under Sections 3.7 or 4.5 of the OATT for a Transmission Project has been executed prior to the effective date of these Transmission Interconnection Procedures, the Transmission Developer (previously referred to as the Developer or Eligible Customer) that executed the agreement may elect to either complete such study in accordance with the terms of such agreement or to execute the agreement for the comparable study, and to proceed, under these Transmission Interconnection Procedures. If the Transmission Developer elects to complete the study under Attachment X of the OATT or Sections 3.7 or 4.5 of the OATT, the Transmission Developer will proceed with any subsequent studies for the Transmission Project in accordance with the Transmission Interconnection Procedures.

22.3.3.1.4 If an interconnection agreement for a facility that satisfies the definition of Transmission Project in Section 22.3.1 has been submitted to the Commission for approval before the effective date of these Transmission Interconnection Procedures, then the interconnection agreement would be grandfathered.

22.3.3.2 Transition Period

To the extent necessary, the ISO and Transmission Developers with an outstanding request under Attachment X of the ISO OATT or Sections 3.7 or 4.5 of the OATT (*i.e.*, an

Interconnection Request or a Study Request) for which an interconnection agreement has not been submitted to the Commission for approval as of the effective date of these Transmission Interconnection Procedures) shall transition to these procedures within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request" herein shall mean any Interconnection Request or Study Request, on the effective date of these Transmission Interconnection Procedures: (i) that has been submitted but not yet accepted by the ISO; (ii) where the related interconnection agreement has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant agreements for Interconnection Studies under Attachment X of the ISO OATT or the System Impact Study or Facilities Study under Sections 3.7 or 4.5 of the OATT have not yet been executed, or (iv) where any of the relevant Interconnection Studies under Attachment X of the ISO OATT or the System Impact Study or Facilities Study under Sections 3.7 or 4.5 of the OATT are in process but not yet completed. Any Transmission Developer with an outstanding request as of the effective date of these Transmission Interconnection Procedures may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Transmission Interconnection Application. A reasonable extension shall be granted by the ISO to the extent consistent with the intent and process provided for under these Transmission Interconnection Procedures.

22.3.4 New Transmission Provider

If the ISO transfers its control of the New York State Transmission System to a successor transmission provider during the period when a Transmission Interconnection Application is pending, the ISO shall transfer to the successor transmission provider any

amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by these Transmission Interconnection Procedures shall be paid by or refunded to the Transmission Developer, as appropriate. The ISO shall coordinate with the successor transmission provider to complete any Transmission Interconnection Applications (including Transmission Interconnection Studies), as appropriate, that the ISO has begun but has not completed. If the ISO has tendered a draft Transmission Project Interconnection Agreement to the Transmission Developer but the Transmission Developer has not either executed that interconnection agreement or requested the filing of an unexecuted Transmission Project Interconnection Agreement with FERC, unless otherwise provided, the Transmission Developer must complete negotiations with the successor transmission provider.

22.4 Transmission Interconnection Application

22.4.1 General

~~The~~A Transmission Developer proposing to interconnect a Transmission Project to the New York State Transmission System shall submit to the ISO a Transmission Interconnection ~~Request~~Application in the form of Appendix 1 to these ~~Large Facility~~Transmission Interconnection Procedures. The Transmission Interconnection Application must be accompanied by a non-refundable application fee of $10,000. The application fee shall be divided equally between the ~~NYISO~~ISO and Connecting Transmission Owner(s). ~~With the Interconnection Request, the Developer must also submit a refundable study deposit of $30,000 for the Interconnection Feasibility Study. The Developer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Developer must submit an application fee and study deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.~~

~~At Developer's option, the NYISO, Connecting Transmission Owner and Developer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Developer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.~~

~~A Developer seeking to return a Large Generating Facility to Commercial Operations after it is Retired must submit a new Interconnection Request as a new facility. A Developer returning a Large Generating Facility to service prior to the expiration or~~

~~termination of its Mothball Outage or ICAP Ineligible Forced Outage need not submit a new Interconnection Request unless the Large Generating Facility is making modifications or is increasing its capacity such as would otherwise trigger a new Interconnection Request for an existing Large Generating Facility.~~

~~30.3.2 Types of Interconnection Service~~

~~30.3.2.1 Two Types of Service~~

~~The NYISO offers Energy Resource Interconnection Service under the Large Facility Interconnection Procedures for interconnection in compliance with the NYISO Minimum Interconnection Standard. The NYISO also offers Capacity Resource Interconnection Service under the Large Facility Interconnection Procedures for interconnection in compliance with the NYISO Deliverability Interconnection Standard.~~

~~30.3.2.2 Service Elections, Generally~~

~~All Large Facilities must interconnect in compliance with the NYISO Minimum Interconnection Standard. In addition, Large Facilities must also comply with the NYISO Deliverability Interconnection Standard before Large Generating Facilities can become qualified Installed Capacity Suppliers and before Merchant Transmission Facilities can receive Unforced Capacity Deliverability Rights. A Developer initially states its election to be evaluated in its Interconnection Studies for ERIS alone, or for both ERIS and CRIS, as a part of its Interconnection Request. The NYISO evaluates an Interconnection Request for compliance with the Minimum Interconnection Standard throughout the Interconnection Study process. The NYISO evaluates an Interconnection Request for compliance with the Deliverability Interconnection Standard formally during the Class Year Deliverability Study. At other times during the Interconnection Study process,~~

~~during the Interconnection Feasibility Study and the Interconnection System Reliability Study, the NYISO will assist any Developer considering Capacity Resource Interconnection Service to assess potential system deliverability issues by providing the Developer, upon its request, with the Annual Transmission Reliability Assessment case from the most recently completed Class Year Deliverability Study. The Developer may modify its interconnection service evaluation election when it executes the Class Year Interconnection Facilities Study Agreement for its project in accordance with Section 30.8.1 of these Large Facility Interconnection Procedures. At that time, the Developer may reduce the number of MWs it initially requested to be evaluated for CRIS, and such a reduction shall not constitute a Material Modification. Any increase in the MWs initially requested to be evaluated for CRIS shall constitute a Material Modification.~~

~~30.3.2.3 ERIS Elections~~

~~A Large Facility that elects ERIS, and not CRIS, will not be able to become an eligible Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights. Such a Large Facility will be eligible to participate only in the energy and applicable ancillary service markets. When a Developer elects ERIS its project will be evaluated in the Interconnection Studies at full output. When a Developer elects ERIS and interconnects under ERIS, the Developer may at a later date ask the NYISO to reevaluate the Large Facility for CRIS by including the Large Facility in the Open Class Year to identify the System Deliverability Upgrades, if any, needed for the Large Facility to be declared deliverable.~~

30.3.2.4 CRIS Elections

The amount of CRIS requested by a Developer shall be stated in MWs of Installed Capacity, and cannot exceed the nameplate capacity of the Developer's Large Facility. When a Developer elects CRIS, the NYISO will evaluate the deliverability of the Large Facility by applying the test methodology described in Section 25.7 of Attachment S to the NYISO OATT. The NYISO will apply this test methodology to identify the System Deliverability Upgrades, if any, needed to make the Large Facility deliverable and will also identify the MWs of Installed Capacity, if any, that are deliverable from the Large Facility with no System Deliverability Upgrades. A Large Facility electing CRIS will be able to become a qualified Installed Capacity Supplier or receive Unforced Capacity Deliverability Rights to the extent of its deliverable capacity, once it has funded or committed to fund any required System Deliverability Upgrades in accordance with the relevant provisions of Attachment S to the NYISO OATT. A Developer qualifying for CRIS will have two CRIS values: one for the summer capability period and one for the winter capability period. The CRIS value, in MWs of Installed Capacity, for the summer capability period will be set using the deliverability test methodology and procedures described in Section 25.7 of Attachment S to the NYISO OATT. The CRIS value for the winter capability period, also in MWs of Installed Capacity, will be set at a value that will maintain the same proportion of CRIS to ERIS as the summer capability period.

30.3.2.5 Partial CRIS Service

A Developer may elect partial CRIS, measured in whole MWs of Installed Capacity, for its Large Facility.

~~**30.3.2.6 Increases In Established CRIS Values**~~

~~**Any facility with an established CRIS value may at a later date, without submitting a new Interconnection Request, ask the NYISO to reevaluate the Large Facility for a higher level of MWs of Installed Capacity, not to exceed the nameplate rating of the Large Facility, by including the Large Facility in the Open Class Year to identify the System Deliverability Upgrades, if any, needed for the Large Facility to be declared deliverable at the higher level of MWs. Any facility with an established CRIS value may, without such evaluation and without submitting a new Interconnection Request, increase that CRIS value by a total of no more than 2 MWs of Installed Capacity during the operating life of the facility.**~~

~~**30.3.2.7 The Interconnection Studies**~~

~~**The Interconnection Studies conducted under the Large Facility Interconnection Procedures consist of short circuit/fault duty, steady state (thermal and voltage) and stability analyses designed to identify the Attachment Facilities, Distribution Upgrades and System Upgrade Facilities required for the reliable interconnection of Large Facilities to the New York State Transmission System or to the Distribution System in compliance with the NYISO Minimum Interconnection Standard, as well as the deliverability analysis described in Attachment S of the OATT designed to identify the System Deliverability Upgrades required for reliable interconnection in compliance with the NYISO Deliverability Interconnection Standard, where applicable.**~~

~~30.3.3~~22.4.2 Valid Transmission Interconnection ~~Request~~Application

~~30.3.3.1~~22.4.2.1 Initiating ~~an~~a Transmission Interconnection ~~Request~~Application

To initiate ~~an~~a Transmission Interconnection ~~Request,~~Application, a Transmission Developer must submit ~~all of the following: (i)~~ a $10,000 non-refundable application fee~~; (ii) a study deposit of $30,000; (iii)~~ and a completed application in the form of Appendix 1~~; and (iv) demonstration of Site Control or a posting of an additional deposit of $10,000. Deposits, excluding the application fee, shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If Developer demonstrates Site Control within the cure period specified in Section 30.3.3.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.~~

. The expected ~~Commercial Operation Date of the new Large Facility or proposed increase in capacity of the existing Large Facility~~In-Service Date of the Transmission Project provided at the time of the submission of the Transmission Interconnection ~~Request~~Application, and updates to the In-Service Date submitted after submission of the Transmission Interconnection Application, shall be no more than ten (10) years from the date the Transmission Interconnection ~~Request~~Application is received by the ~~NYISO. Extensions of Commercial Operation Dates are governed by Section 30.4.4.5~~ISO, subject to demonstration of reasonable progress of development of the Transmission Project.

~~30.3.3.2~~22.4.2.2 Acknowledgment and Notification of Transmission Interconnection ~~Request~~Application

~~NYISO~~The ISO shall acknowledge receipt of the Transmission Interconnection ~~Request~~Application within five (5) Business Days of receipt of the request and attach a copy of

the received **Transmission** Interconnection ~~Request~~**Application** to the acknowledgement it returns to the **Transmission** Developer. At the same time, ~~NYISO~~**the ISO** shall forward a copy of the **Transmission** Interconnection ~~Request~~**Application** and its acknowledgement to the Connecting Transmission ~~Owner~~**Owner(s)** with whom the **Transmission** Developer is proposing to connect.

~~30.3.3.3~~22.4.2.3 Deficiencies in Transmission Interconnection ~~Request~~Application

~~An~~**A Transmission** Interconnection ~~Request~~**Application** will not be considered to be a valid ~~request~~**application** until all items in Section ~~30.3.3.1~~**22.4.2.1** have been received by the ~~NYISO~~**ISO**. If ~~an~~**a Transmission** Interconnection ~~Request~~**Application** fails to meet the requirements set forth in Section ~~30.3.3.1~~**22.4.2.1**, the ~~NYISO~~**ISO** shall notify the **Transmission** Developer and **the** Connecting Transmission ~~Owner~~**Owner(s)** within five (5) Business Days of receipt of the initial **Transmission** Interconnection ~~Request~~**Application** of the reasons for such failure and that the **Transmission** Interconnection ~~Request~~**Application** does not constitute a valid ~~request.~~**application. The Transmission** Developer shall provide the ~~NYISO~~**ISO** the additional requested information needed to constitute a valid ~~request~~**application** within ten (10) Business Days after receipt of such notice. ~~NYISO~~**The ISO** shall promptly forward such information to the Connecting Transmission ~~Owner~~**Owner(s)**. Failure by **the Transmission** Developer to comply with this Section ~~30.3.3.3~~**22.4.2.3** shall be treated in accordance with Section ~~30.3.6~~**22.4.5**.

~~30.3.3.4~~22.4.2.4 Scoping Meeting

Within ten (10) Business Days after receipt of a valid **Transmission** Interconnection ~~Request, NYISO~~**Application, the ISO** shall establish a date agreeable to **the Transmission**

Developer and **the** Connecting Transmission ~~Owner~~**Owner(s)** for the Scoping Meeting~~, and such~~**. The** date shall be no later than thirty (30) Calendar Days from receipt of the valid **Transmission** Interconnection ~~Request~~**Application**, unless otherwise mutually agreed upon by the Parties.

The ~~purpose~~**purposes** of the Scoping Meeting shall be to discuss **whether the Transmission Developer elects to pursue an Optional Feasibility Study or proceed to a System Impact Study for its Transmission Project, to discuss** alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. ~~NYISO~~**The ISO**, Connecting Transmission ~~Owner~~**Owner(s),** and **the Transmission** Developer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general stability issues, (iii) general short circuit issues, (iv) general voltage issues, (v) general reliability issues, and (vi) general system protection issues, ~~and (vii) general deliverability issues~~ as may be reasonably required to accomplish the purpose of the meeting. ~~NYISO~~**The ISO**, Connecting Transmission ~~Owner~~**Owner(s)** and **the Transmission** Developer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. ~~On the basis of the meeting, Developer shall designate its Point of Interconnection, pursuant to Section 30.6.1, and one or more available alternative~~**The Transmission Developer shall in writing within five (5) Business Days of this meeting: (i) make its election as to whether it will pursue an Optional Feasibility Study or proceed to a System Impact Study for its Transmission Project, and (ii) designate the**

Point(s) of Interconnection for the Transmission Project. The duration of the meeting shall be sufficient to accomplish its purpose.

~~30.3.4~~22.4.3 OASIS Posting

The ~~NYISO~~ISO will maintain on its OASIS a list of all valid Transmission Interconnection ~~Requests~~Applications. The list will identify, for each Transmission Interconnection ~~Request~~Application: (i) the maximum summer and winter megawatt electrical output, if applicable; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date ~~and/or Commercial Operation Date~~; (v) the status of the Transmission Interconnection ~~Request~~Application, including Queue Position; (vi) the identity of the Transmission Developer; ~~and~~ (vii) the availability of any studies related to the Transmission Interconnection ~~Request~~Application; (viii) the date of the Transmission Interconnection ~~Request~~Application; (ix) the type of ~~Large Facility~~the Transmission Project to be constructed ~~(combined cycle, base load or combustion turbine and fuel type)~~; and (x) for Transmission Interconnection ~~Requests~~Applications that have not resulted in a completed interconnection, an explanation as to why it was not completed. Before holding a Scoping Meeting with an Affiliate of a Connecting Transmission Owner and that Connecting Transmission Owner, the ~~NYISO~~ISO shall post on its OASIS an advance notice of its intent to do so. The ~~NYISO~~ISO shall post to its OASIS site any deviations from the study timelines set forth herein. ~~Interconnection Study reports and Optional~~Transmission Interconnection Study reports shall be posted to the ~~NYISO~~ISO password-protected website subsequent to the meeting between the Transmission Developer, ~~NYISO~~the ISO and the Connecting Transmission ~~Owner~~Owner(s) to discuss the

applicable study results. The ~~NYISO~~ISO shall also post any known deviations in date proposed by the ~~Large Facility~~Transmission Project in Section ~~30.3.4~~22.4.3(iv), above.

~~30.3.5~~22.4.4 Coordination with Affected Systems

The ~~NYISO~~ISO will coordinate the conduct of any studies required to determine the impact of the Transmission Interconnection ~~Request~~Application on Affected Systems with Affected System Operators. The ~~NYISO~~ISO will include those results on Affected ~~Transmission Owner systems~~Systems in its applicable Transmission Interconnection Study within the time frame specified in these ~~Large Facility~~Transmission Interconnection Procedures. The ~~NYISO~~ISO will also include results, if available, on other Affected Systems. The ~~NYISO~~ISO will invite such Affected System Operators to all meetings held with the Transmission Developer as required by these ~~Large Facility~~Transmission Interconnection Procedures. The Transmission Developer will cooperate with the ~~NYISO~~ISO in all matters related to the conduct of studies and the determination of modifications to Affected Systems. An Affected System Operator shall cooperate with the ~~NYISO~~ISO and Connecting Transmission ~~Owner~~Owner(s) with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

~~30.3.6~~22.4.5 Withdrawal

The Transmission Developer may withdraw its Transmission Interconnection ~~Request~~Application at any time by written notice of such withdrawal to the ~~NYISO~~ISO. In addition, if the Transmission Developer fails to adhere to all requirements of these ~~Large Facility~~Transmission Interconnection Procedures, except as provided in Section ~~30.13.5~~22.13.5 (Disputes), the ~~NYISO~~ISO shall deem the Transmission Interconnection ~~Request~~Application to be withdrawn and shall provide written notice to the Transmission Developer of the deemed

withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the **Transmission** Developer shall have a cure period of fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify the ~~NYISO~~**ISO** of its intent to pursue Dispute Resolution~~; except that such cure period does not extend specific deadlines set forth in Sections 25.6.2.3.1.4, 25.6.2.3.2 and 25.8.2 of Attachment S and Section 30.8.1 of this Attachment X (*i.e.*, Developer cannot obtain an additional fifteen (15) business days by virtue of the cure period to comply with the requirements of the above-referenced tariff provisions, but could use the cure period to provide evidence that Developer did in fact provide the required information by the tariff required date).~~.

Withdrawal **following the end of the cure period** shall result in the loss of the **Transmission** Developer's Queue Position. If a **Transmission** Developer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the **Transmission** Developer's **Transmission** Interconnection ~~Request~~**Application** is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. A **Transmission** Developer that withdraws or is deemed to have withdrawn its **Transmission** Interconnection ~~Request~~**Application** shall pay to the ~~NYISO~~**ISO** and Connecting Transmission ~~Owner~~**Owner(s)** all costs that the ~~NYISO~~**ISO** and Connecting Transmission ~~Owner~~**Owner(s)** prudently incur with respect to that **Transmission** Interconnection ~~Request~~**Application** prior to the receipt of notice described above. The **Transmission** Developer must pay all monies due to the ~~NYISO~~**ISO** and Connecting Transmission ~~Owner~~**Owner(s)** before it is allowed to obtain any **Transmission** Interconnection Study data or results.

The ~~NYISO~~ISO shall (i) update the OASIS Queue Position posting and (ii) refund to the Transmission Developer any portion of the Transmission Developer's deposit or study payments that exceeds the costs that the ~~NYISO~~ISO has incurred, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal, the ~~NYISO~~ISO and Connecting Transmission ~~Owner~~Owner(s), subject to the confidentiality provisions of Section ~~30.13.1~~22.13.1, shall provide, at the Transmission Developer's request, all information that the ~~NYISO~~ISO and Connecting Transmission ~~Owner~~Owner(s) developed for any completed study conducted up to the date of withdrawal of the Transmission Interconnection ~~Request.~~Application.

22.5 Queue Position

22.5.1 General

~~30.4 Queue Position~~

~~30.4.1 General~~

The ~~NYISO~~ISO shall assign a Queue Position based upon the date and time of receipt of the valid Transmission Interconnection ~~Request~~Application; provided that, if the sole reason ~~an~~a Transmission Interconnection ~~Request~~Application is not valid is the lack of required information on the application form, and the Transmission Developer provides such information in accordance with Section ~~30.3.3.3~~22.4.2.3, then the ~~NYISO~~ISO shall assign the Transmission Developer a Queue Position based on the date the application form was originally filed. The Queue Position of each Transmission Interconnection ~~Request~~Application will be used to determine the order of performing the Transmission Interconnection Studies. A higher queued Transmission Interconnection ~~Request~~Application is one that has been placed "earlier" in the queue in relation to another Transmission Interconnection ~~Request~~Application that is lower queued.

22.5.2 Clustering

At the ISO's option, Transmission Interconnection Applications may be studied serially or in clusters for the purpose of the System Impact Study or Facilities Study.

~~30.4.2 Clustering~~

~~At NYISO's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Reliability Impact Study.~~

~~Clustering shall be implemented on the basis of Queue Position. If the NYISO elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together. Deadlines for~~

~~completing all Interconnection System Reliability Impact Studies for which an Interconnection Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 30.7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. The NYISO may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Facility.~~

~~Clustering Interconnection System Reliability Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the New York State Transmission System capabilities at the time of each study.~~

~~The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on the NYISO's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.~~

~~30.4.3~~22.5.3 Transferability of Queue Position

A Transmission Developer may transfer its Queue Position to another entity only if such entity acquires the specific ~~Large Facility~~Transmission Project identified in the Transmission Interconnection ~~Request~~Application and the ~~Point~~Point(s) of Interconnection ~~does~~do not change. As a result of such a transfer, the acquiring entity shall become the Transmission Developer of the specific ~~Large Facility~~Transmission Project identified in the Transmission Interconnection ~~Request~~Application.

~~30.4.4 Modifications~~

22.5.4 Modifications

The Transmission Developer shall submit to the ~~NYISO~~ISO, in writing, modifications to any information provided in the Transmission Interconnection ~~Request~~Application. The Transmission Developer shall retain its Queue Position if the modifications are permitted in accordance with ~~Sections 30.4.4.1, 30.4.4.2, 30.4.4.5 or 30.4.4.6~~Section 22.5.4.1, or are determined not to be ~~Material Modifications~~material modifications pursuant to Section ~~30.4.4.3~~22.5.4.3.

22.5.4.1 Prior to the parties' execution of the System Impact Study Agreement, the Transmission Developer may make any modification to the information provided in the Transmission Interconnection Application.

22.5.4.2 Following the parties' execution of the System Impact Study Agreement, a Transmission Developer may not make any modification to the proposed Transmission Project, except for changes to the project's electrical characteristics that the ISO determines do not constitute a material modification.

22.5.4.3 The ISO shall evaluate a modification to the Transmission Project's electrical characteristics and will inform the Transmission Developer in writing of whether the modifications constitute a material modification. The ISO shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the ISO commence such studies later than thirty (30) Calendar Days after receiving notice of Transmission Developer's request. Any additional studies resulting from such modification shall be done at Transmission Developer's cost.

22.5.4.4 If the ISO determines that a Transmission Developer's modification to its Transmission Project constitute a material modification, the Transmission Developer must

perform a new System Impact Study for its modified Transmission Project, subject to the execution of a new System Impact Study Agreement and the provision of the required study deposit.

22.5.4.5 Modifications to a Transmission Project that are permitted under this Section 22.5.4 for the purposes of the Transmission Interconnection Procedures may not be permitted under the separate requirements of the Comprehensive System Planning Process in accordance with Attachment Y of the ISO OATT.

~~Notwithstanding the above, during the course of the Interconnection Studies, either the Developer or the NYISO or Connecting Transmission Owner may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the New York State Transmission System to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the NYISO, Connecting Transmission Owner and Developer, such acceptance not to be unreasonably withheld, NYISO shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 30.6.4, Section 30.7.6 and Section 30.8.5 as applicable and Developer shall retain its Queue Position.~~

~~30.4.4.1 Prior to the return of the executed Interconnection System Reliability Impact Study Agreement to the NYISO, modifications permitted under this section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying the technical parameters associated with the Large Facility technology or the Large~~

~~Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of study analysis.~~

~~30.4.4.2 Prior to the return of the executed Interconnection Facility Study Agreement to the NYISO, the modifications permitted under this section shall include specifically: (a) additional 15 percent decrease of electrical output (MW), (b) Large Facility technical parameters associated with modifications to Large Facility technology and transformer impedances; and (c) a reduction in the number of MWs the Developer requests to be evaluated for CRIS; provided, however, the incremental Interconnection Study costs associated with those modifications are the responsibility of the requesting Developer.~~

~~30.4.4.3 Prior to making any modification other than those specifically permitted by Sections 30.4.4.1, 30.4.4.2, 30.4.4.5 and 30.4.4.6, Developer may first request that the NYISO evaluate whether such modification is a Material Modification. In response to Developer's request, the NYISO shall evaluate the proposed modifications prior to making them and inform the Developer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection except those deemed acceptable under Section 30.4.4.1, 30.6.1, 30.7.2 or so allowed elsewhere shall constitute a Material Modification. The Developer may then~~

~~withdraw the proposed modification or proceed with a new Interconnection Request for such modification.~~

~~30.4.4.4 Upon receipt of Developer's request for modification permitted under this Section 30.4.4, the NYISO shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the NYISO commence such studies later than thirty (30) Calendar Days after receiving notice of Developer's request. Any additional studies resulting from such modification shall be done at Developer's cost.~~

~~30.4.4.5 Extensions of the proposed Commercial Operation Date will not be Material Modifications if:~~

~~30.4.4.5.1 The proposed Commercial Operation Date is within four (4) years from the following date:~~

~~30.4.4.5.1.1 For all Large Facilities and for Small Generating Facilities subject to Attachment S, the date the Developer and all other Developers remaining in the Class Year post security as part of a Class Year Interconnection Facilities Study (*i.e.*, completion of the Class Year).~~

~~30.4.4.5.1.2 For Small Generating Facilities not subject to Attachment S, the date the NYISO tenders the SGIA to the Interconnection Customer.~~

~~30.4.4.5.2 Developer may request an extension of its Commercial Operation Date beyond the limit specified in Section 30.4.4.5.1. Such request will not be a Material Modification only if the following conditions have been met:~~

~~30.4.4.5.2.1 Developer must have an executed Interconnection Agreement for the project or have an unexecuted Interconnection Agreement jointly filed at FERC by the NYISO and Connecting Transmission Owner; and~~

~~30.4.4.5.2.2 Developer must demonstrate (via an Officer certification) that it has made reasonable progress against milestones set forth in the Interconnection Agreement (*e.g.*, completion of engineering design, major equipment orders, commencement and continuation of construction of the Large Facility and associated System Upgrade Facilities, as applicable). If Developer has requested an unexecuted Interconnection Agreement be filed with FERC, Developer must meet this requirement within sixty (60) days of a FERC Order on the unexecuted Interconnection Agreement.~~

~~30.4.4.5.3 For projects in the NYISO interconnection queue that as of February 18, 2013 have accepted Project Cost Allocations and posted Security for System Upgrade Facilities from the final round of a Class Year Interconnection Facilities Study, the following criteria must be satisfied with respect to the proposed Commercial Operation Date:~~

~~30.4.4.5.3.1 The project's proposed Commercial Operation Date posted on the NYISO interconnection queue as of February 18, 2013 must be within the limit specified in Section 30.4.4.5.1; or~~

~~30.4.4.5.3.2 The project's proposed Commercial Operation Date posted on the NYISO interconnection queue as of February 18, 2013 must have been reviewed by the NYISO and determined not to be a Material Modification prior to February 18, 2013; or~~

~~30.4.4.5.3.3 If the project's proposed Commercial Operation Date posted on the NYISO interconnection queue as of February 18, 2013 is beyond the limit specified in Section 30.4.4.5.1 and the project has not satisfied Section 30.4.4.5.3.2, the following conditions must be satisfied or the project will be withdrawn from the NYISO interconnection queue:~~

~~30.4.4.5.3.3.1 Within sixty (60) days of February 18, 2013, Developer must either (1) have an executed Interconnection Agreement for the project; or (2) have an unexecuted Interconnection Agreement jointly filed at FERC by the NYISO and Connecting Transmission Owner; and~~

~~30.4.4.5.3.3.2 Within sixty (60) days of execution of an Interconnection Agreement or a FERC Order on an unexecuted Interconnection Agreement, as applicable, Developer must demonstrate (via an Officer certification) that it has made reasonable progress against milestones set forth in the Interconnection Agreement (*e.g.*, completion of engineering design, major equipment orders, commencement and continuation of construction of the Large Facility and associated System Upgrade Facilities, as applicable).~~

~~30.4.4.5.3.4 For a project that is subject to Section 30.4.4.5.3, subsequent requests for an extension of the project's Commercial Operation Date (*i.e.*, requests submitted to the NYISO after February 18, 2013) will not be a Material Modification only if Developer satisfies the requirements set forth in Section 30.4.4.5.2.~~

~~30.4.4.5.4 Prior to the expiration of the proposed Commercial Operation Date or In-Service Date posted on the NYISO interconnection queue, as~~

~~applicable, Developer is obligated to provide the NYISO with notice of any proposed extensions of proposed In-Service Date or proposed Commercial Operation Date, as applicable, as soon as it becomes apparent to Developer that the most recent proposed In-Service Date or proposed Commercial Operation Date posted on the NYISO's interconnection queue is infeasible.~~

~~30.4.4.6 Any increase by the Developer, when it executes the Class Year Interconnection Facilities Study Agreement, in the number of MWs of Installed Capacity that it previously requested to be evaluated for CRIS shall constitute a Material Modification. Any decrease in the number of MWs the Developer requests, pursuant to Section 25.7.7.1 of Attachment S to the OATT, to be evaluated for CRIS after it executes the Class Year Interconnection Facilities Study Agreement, shall not constitute a Material Modification.~~

22.6 Base Case for Transmission Interconnection Procedures and NYISO Transmission Interconnection Standard

22.6.1 Base Case Data

The power flow, short circuit, and stability data bases, hereinafter referred to as Base Cases, shall include the following that will be based upon either the ISO's fifth year or tenth year case included in the most recent FERC Form No. 715: (i) all existing generation and transmission facilities identified in the ISO's most recent NYISO Load and Capacity Data Report, excluding those facilities that are subject to Class Year cost allocation but for which Class Year cost allocations have not been accepted; (ii) all planned projects subject to Attachment S of the ISO OATT that have accepted their cost allocation in a prior Class Year cost allocation process and System Upgrade Facilities and System Deliverability Upgrades associated with those projects except that System Deliverability Upgrades where construction has been deferred pursuant to Section 25.7.12.2 and 25.7.12.3 of Attachment S of the ISO OATT will only be included if construction of the System Deliverability Upgrades has been triggered under Section 25.7.12.3 of Attachment S of the ISO OATT; (iii) all generation and transmission retirements and derates identified in the NYISO Load and Capacity Data Report as scheduled to occur during the study period for the Transmission Interconnection Study; (iv) Transmission Projects that have met the following milestones: (1) have been triggered (if subject to the reliability planning process), selected (if subject to the Public Policy Transmission Planning Process), or approved by beneficiaries (if subject to the CARIS process); (2) have a completed System Impact Study (if applicable); (3) have a determination pursuant to Article VII that the Article VII application filed for the facility is in compliance with

Public Service Law §122 (*i.e.*, "deemed complete") (if applicable); and (4) are making reasonable progress under the applicable Attachment Y planning process (if applicable); (v) transmission projects identified as "firm" by the Connecting Transmission Owner and either (1) have commenced a Facilities Study (if applicable) and have an Article VII application deemed complete (if applicable); or (2) are under construction and scheduled to be in-service within 12 months and (vi) all other changes to existing facilities, other than changes that are subject to Class Year cost allocation but that have not accepted their Class Year cost allocation, that are identified in the NYISO Load and Capacity Data Report or reported by Market Participants to the NYISO as scheduled to occur during the study period for the Transmission Interconnection Study. If the ISO has triggered multiple Transmission Projects under its reliability planning process, the ISO will include in the base case the selected Transmission Project until or unless that project is halted or its Development Agreement is terminated, in which case the ISO will include in the base case the regulated backstop solution. If the proposed Transmission Project is related to or in response to a system condition not reflected in the above requirements, the ISO may, as appropriate, amend the Base Cases to take that system condition into account in evaluating the proposed Transmission Project.

22.6.2 Release of Base Case Data

The ISO or Connecting Transmission Owner, depending upon which of those Parties possesses the data requested, shall provide base power flow, short circuit and stability databases, including all underlying assumptions and contingency lists, to the Transmission Developer upon request. All Parties shall treat Confidential Information in

accordance with Section 22.13.1 of these Transmission Interconnection Procedures. The ISO and Connecting Transmission Owner are permitted to require that the Transmission Developer sign a non-disclosure agreement before the release of Confidential Information or Critical Energy Infrastructure Information in the Base Case data.

22.6.3 The Transmission Interconnection Studies

All Transmission Projects must interconnect in compliance with the NYISO Transmission Interconnection Standard. The ISO evaluates a Transmission Interconnection Application for compliance with the NYISO Transmission Interconnection Standard throughout the Transmission Interconnection Study process. The Transmission Interconnection Studies conducted under the Transmission Interconnection Procedures consist of short circuit/fault duty, steady state (thermal and voltage) and stability analyses designed to identify the Network Upgrade Facilities required for the reliable interconnection of Transmission Projects to the New York State Transmission System in compliance with the NYISO Transmission Interconnection Standard.

~~**30.5 Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Large Facility Interconnection Procedures**~~

~~**30.5.1 Queue Position for Pending Requests**~~

~~**30.5.1.1 Any Developer assigned a Queue Position prior to the effective date of these Large Facility Interconnection Procedures shall retain that Queue Position.**~~

~~**30.5.1.1.1 If an Interconnection Study Agreement has not been executed as of the effective date of these Large Facility Interconnection Procedures, then such Interconnection Study, and any subsequent Interconnection Studies,**~~

~~shall be processed in accordance with these Large Facility Interconnection Procedures.~~

~~30.5.1.1.2 If an Interconnection Study Agreement has been executed prior to the effective date of this these Large Facility Interconnection Procedures, such Interconnection Study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which a Developer has not signed an Interconnection Study Agreement prior to the effective date of these Large Facility Interconnection Procedures, the NYISO must offer the Developer the option of either continuing under the NYISO's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with these Large Facility Interconnection Procedures.~~

~~30.5.1.1.3 If a Standard Large Generator Interconnection Agreement has been submitted to the Commission for approval before the effective date of these Standard Large Facility Interconnection Procedures, then the Standard Large Generator Interconnection Agreement would be grandfathered.~~

~~30.5.1.2 Transition Period~~

~~To the extent necessary, the NYISO and Developers with an outstanding request (i.e., an Interconnection Request for which an interconnection agreement has not been submitted to the Commission for approval as of the effective date of these Large Facility Interconnection Procedures) shall transition to these procedures within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request"~~

~~herein shall mean any Interconnection Request, on the effective date of these Large Facility Interconnection Procedures: (i) that has been submitted but not yet accepted by the NYISO; (ii) where the related interconnection agreement has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any Developer with an outstanding request as of the effective date of these Large Facility Interconnection Procedures may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by the NYISO to the extent consistent with the intent and process provided for under these Large Facility Interconnection Procedures. This paragraph shall not apply to a Large Facility's obligation to obtain CRIS in order to quality as an Installed Capacity Supplier or obtain Unforced Capacity Delivery Rights under the NYISO Market Services Tariff.~~

22.6.4 ~~30.5.2 New~~NYISO Transmission ~~Provider~~Interconnection Standard

~~If the NYISO transfers its control of the New York State Transmission System to a successor transmission provider during the period when an Interconnection Request is pending, the NYISO shall transfer to the successor transmission provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by these Large Facility Interconnection Procedures shall be paid by or refunded to the Developer, as appropriate. The NYISO shall coordinate with the successor transmission provider to complete any Interconnection Request (including~~

~~Interconnection Studies), as appropriate, that the NYISO has begun but has not completed. If the NYISO has tendered a draft Standard Large Generator Interconnection Agreement to the Developer but the Developer has not either executed that interconnection agreement or requested the filing of an unexecuted Standard Large Generator Interconnection Agreement with FERC, unless otherwise provided, the Developer must complete negotiations with the successor transmission provider.~~**The NYISO Transmission Interconnection Standard is designed to ensure that a proposed Transmission Project, as it proposes to interconnect to the New York State Transmission System, is consistent with Applicable Reliability Standards and will not degrade interface transfer capability by more than 25 MW.**

~~30.6~~ ~~Interconnection~~22.7 Optional Feasibility Study

~~30.6.1~~ ~~Interconnection~~22.7.1 Optional Feasibility Study Agreement

~~Simultaneously with the acknowledgement of a valid Interconnection Request the NYISO shall provide to~~As soon as practicable after receiving the Transmission Developer's election in the Scoping Meeting in accordance with Section 22.4.2.4 to pursue an Optional Feasibility Study for its Transmission Project, the ISO shall tender to the Transmission Developer and the Connecting Transmission Owner an ~~Interconnection~~Optional Feasibility Study Agreement ~~in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Developer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following~~. At the Scoping Meeting, the Transmission Developer shall specify for inclusion in the attachment to the ~~Interconnection~~Optional Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative ~~Point(s) of Interconnection. Within five (5) Business Days following the NYISO's receipt of such designation, NYISO shall tender to Developer the Interconnection~~configurations, not to exceed two alternative configurations. The Transmission Developer must provide a $60,000 study deposit to the ISO for the Optional Feasibility Study. The tendered Optional Feasibility Study Agreement~~, which includes~~ will include a good faith estimate of the cost for completing the ~~Interconnection~~Optional Feasibility Study. The ~~Developer must provide a $30,000 study deposit, in addition to the $30,000 provided with the Interconnection Request, to the NYISO if the NYISO is responsible for performing the entire study. If the Developer is hiring a third-party consultant to perform the analytical portion of the study, then no additional study deposit is required. The Developer~~Optional Feasibility Study Agreement shall specify that the Transmission Developer is responsible for the actual costs incurred by the ISO and the

Connecting Transmission Owner for the Optional Feasibility Study. The Optional Feasibility Study Agreement shall provide that if actual study costs exceed the study deposit, the Transmission Developer shall pay the ISO the amount in excess of the study deposit, and if the actual study costs are less than the study deposit, the ISO shall refund the remaining deposit amount to the Transmission Developer. The Optional Feasibility Study Agreement shall also set forth the study schedule based on the study scope. The Transmission Developer, the ISO and the Connecting Transmission Owner shall execute and deliver to the ~~**NYISO the Interconnection**~~**ISO the Optional** Feasibility Study Agreement ~~**along with a $30,000 deposit, if required,**~~ no later than thirty (30) Calendar Days after ~~**its receipt. The NYISO and Transmission Owner shall execute the Interconnection**~~**the ISO tenders the Optional** Feasibility Study Agreement ~~**within thirty (30) Calendar Days of its receipt by Developer**~~**. The Transmission Developer shall, on or before the return of the executed Optional Feasibility Study Agreement to the ISO, provide the required $60,000 deposit**.

On or before the return of the executed Optional Feasibility Study Agreement to the ISO, the Transmission Developer shall provide the technical data required by the agreement. If the Transmission Developer does not provide all required technical data when it delivers the Optional Feasibility Study Agreement, the ISO shall notify the Transmission Developer of the deficiency within five (5) Business Days of the receipt of the executed Optional Feasibility Study Agreement and the Transmission Developer shall cure the deficiency within ten (10) Business Days of receipt of the notice, *provided, however*, such deficiency does not include failure to deliver the executed Optional Feasibility Study Agreement or deposit. If the Transmission Developer fails to provide the required

technical data within this timeframe, the Transmission Interconnection Application shall be withdrawn in accordance with Section 22.4.5. The Transmission Developer, the ISO and the Connecting Transmission Owner shall execute the Optional Feasibility Study Agreement within thirty (30) Calendar Days after the ISO tenders the Optional Feasibility Study Agreement.

~~On or before the return of the executed Interconnection Feasibility Study Agreement to the NYISO, the Developer shall provide the technical data called for in Appendix 2, Attachment A.~~

~~If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Developer or Connecting Transmission Owner and NYISO, and acceptable to the other Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and Re-studies shall be completed pursuant to Section 30.6.4 as applicable. For the purpose of this Section 30.6.1, if the NYISO, Connecting Transmission Owner and Developer cannot agree on the substituted Point of Interconnection, then Developer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 30.3.3.4, shall be the substitute.~~

~~If the NYISO, Connecting Transmission Owner and Developer agree to forego the Interconnection Feasibility Study, the NYISO will initiate an Interconnection System Reliability Impact Study under Section 30.7 of these Large Facility Interconnection Procedures and apply the $30,000 deposit provided with the Interconnection Request, towards the Interconnection System Reliability Impact Study.~~

~~30.6.2~~ ~~Scope of Interconnection~~22.7.2 Optional **Feasibility Study** Scope and Procedures

The ~~Interconnection~~Optional Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the New York State Transmission System.

The ~~Interconnection~~Optional Feasibility Study shall be conducted in accordance with Applicable Reliability Standards~~.~~ and will evaluate the Transmission Project using the Base Case described in Section 22.6.1. The Optional Feasibility Study may consist of any of the following technical analyses as described in the Optional Feasibility Study scope:

~~The Interconnection Feasibility Study will consider the Base Case and, if not already included in the Base Case, all generating and merchant transmission facilities (and with respect to (iii), any identified System Upgrade Facilities and, if security or cash has been posted in accordance with Attachment S, System Deliverability Upgrades, except for Highway facility upgrades that have not yet been triggered under Section 25.7.12.3.1 of Attachment S) that, on the date the Interconnection Feasibility Study Agreement is fully executed: (i) are directly interconnected to the New York State Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have accepted their cost allocation for System Upgrade Facilities and posted security for such System Upgrade Facilities in accordance with Attachment S; and (iv) have no Queue Position but have executed a Standard Large Generator Interconnection Agreement or requested that an unexecuted Standard Large Generator Interconnection Agreement be filed with FERC. Certain changes have been made, effective January 17, 2010, to the Base Case requirements for Interconnection Feasibility Studies. These changed requirements will be applied prospectively to projects with Interconnection Feasibility Study Agreements fully executed on or after that effective date; provided,~~

~~however, that Developers with Interconnection Feasibility Studies in progress with Interconnection Feasibility Study Agreements fully executed prior to that effective date may elect, at their own expense, to modify the Base Case assumptions for that study consistent with the changed requirements. Such an election will be memorialized in an amended Interconnection Feasibility Study Agreement.~~

~~The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.~~

~~30.6.3 Interconnection Feasibility Study Procedures~~

a. Conceptual breaker-level one-line diagram of existing system where project proposes to interconnect;

b. Review of feasibility/constructability of conceptual breaker-level one-line diagram of the proposed interconnection (e.g., space for additional breaker bay in existing substation; identification of cable routing concerns inside existing substation; environmental concerns inside the substation);

c. Preliminary review of local protection, communication, grounding issues associated with the proposed interconnection;

d. Power flow, short circuit and/or bus flow analyses; and/or

e. Identification of Network Upgrade Facilities.

The ~~NYISO~~**schedule for completing the Optional Feasibility Study will be documented in the Optional Feasibility Study Agreement. The ISO** shall utilize existing studies to the extent practicable when it performs the study. ~~The NYISO shall use Reasonable~~

~~Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after the NYISO receives the fully executed Interconnection Feasibility Study Agreement. At the request of the Developer or at any time the NYISO determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, NYISO shall notify the Developer as to the schedule status of the Interconnection Feasibility Study. If the NYISO is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Developer and provide an estimated completion date with an explanation of the reasons why additional time is required.~~ Upon request, the ~~NYISO~~**ISO** shall provide the **Transmission** Developer supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the ~~Interconnection~~**Optional** Feasibility Study, subject to confidentiality arrangements consistent with Section ~~30.13.1~~**22.13.1**.

~~30.6.3.1~~ **22.7.3 Optional Feasibility Study Report Meeting**

As soon as practicable after completing the initial draft of the Optional Feasibility Study report, the ISO will provide the Optional Feasibility Study report to the Transmission Developer, the Connecting Transmission Owner, and any Affected Systems for review and comment. Upon completion of this review process, the ISO and the Connecting Transmission Owner shall meet with Transmission Developer and any Affected Systems to discuss the results of the Optional Feasibility Study.~~Within ten (10) Business Days of providing an Interconnection Feasibility Study report to Developer, the NYISO and Connecting Transmission Owner shall meet with Developer to discuss the results of the Interconnection Feasibility Study.~~

~~**30.6.4 Re-Study**~~

~~**If the NYISO determines that re-study of the Interconnection Feasibility Study is required due to a higher-queued project dropping out of the queue, or a modification of a higher-queued project subject to Section 30.4.4, or re-designation of the Point of Interconnection pursuant to Section 30.6.1 NYISO shall notify Developer in writing. Such re-study shall take not longer than forty-five (45) Calendar Days from the date of the notice. Any cost of re-study shall be borne by the Developer being re-studied.**~~

~~30.7~~ ~~Interconnection~~22.8 **System ~~Reliability~~ Impact Study**

~~30.7.1~~ ~~Interconnection~~22.8.1 **System ~~Reliability~~ Impact Study Agreement**

~~Unless otherwise agreed, pursuant to~~As soon as practicable after receiving the Transmission Developer's election in the Scoping Meeting ~~provided in~~in accordance with Section ~~30.3.3.4,~~22.4.2.4 to proceed to a System Impact Study ("SIS") or simultaneously with the delivery of ~~the Interconnection~~an Optional Feasibility Study to the Transmission Developer, the ~~NYISO shall provide to the~~ISO shall tender the Transmission Developer and Connecting Transmission Owner ~~an Interconnection~~a System ~~Reliability~~ Impact Study Agreement ~~in the form of Appendix 3 to these Large Facility Interconnection Procedures. The Interconnection System Reliability~~. Upon tendering the System Impact Study Agreement ~~shall provide that the Developer shall compensate the NYISO and Connecting Transmission Owner for the actual cost of the SRIS. Within three (3) Business Days following the Interconnection Feasibility Study results meeting, the NYISO~~, the ISO shall provide to the Transmission Developer a non-binding good faith estimate of the cost and timeframe for completing the ~~SRIS~~SIS.

The Transmission Developer must provide a $120,000 study deposit to the ISO for the SIS if the ISO is responsible for performing the entire study; *provided, however*, that if the Transmission Developer is hiring a third-party consultant to perform the analytical portion of the study, pursuant to the requirements set forth in Section 22.13.4 of this Attachment P, the required deposit is $40,000. The System Impact Study Agreement shall specify that the Transmission Developer is responsible for the actual costs incurred by the ISO and the Connecting Transmission Owner for the SIS. The System Impact Study Agreement shall provide that if actual study costs exceed the study deposit, the

Transmission Developer shall pay the ISO the amount in excess of the study deposit, and if the actual study costs are less than the study deposit, the ISO shall refund the remaining deposit amount to the Transmission Developer. The System Impact Study Agreement shall also set forth the study schedule based on the study scope.

~~30.7.2~~22.8.2 Execution of ~~Interconnection~~ System ~~Reliability~~ Impact Study Agreement

~~The Developer shall execute the Interconnection System Reliability Impact Study Agreement and deliver the executed Interconnection System Reliability Impact Study Agreement to the NYISO no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and the required deposit.~~

~~If the NYISO is responsible for performing the entire study, the required deposit is $120,000 ($150,000 if the Developer elects to include a preliminary, non-binding evaluation of the Large Facility's deliverability under the Deliverability Interconnection Standard). If the Developer is hiring a third-party consultant to perform the analytical portion of the study, the required deposit is $40,000 ($70,000 if the Developer elects to include a preliminary, non-binding evaluation of the Large Facility's deliverability under the Deliverability Interconnection Standard). If the~~The Transmission Developer shall execute and deliver to the ISO the System Impact Study Agreement and the applicable study deposit set forth in Section 22.8.1 no later than thirty (30) Calendar Days after its receipt. On or before the return of the executed System Impact Study Agreement to the ISO, the Transmission Developer shall provide the technical data required by the agreement. If the Transmission Developer does not provide all required technical data when it delivers the ~~Interconnection~~ System ~~Reliability~~ Impact Study Agreement, the ~~NYISO~~ISO shall notify the Transmission Developer of the deficiency within five (5) Business Days of the receipt of the

executed ~~Interconnection~~ System ~~Reliability~~ Impact Study Agreement and the **Transmission** Developer shall cure the deficiency within ten (10) Business Days of receipt of the notice, *provided, however*, such deficiency does not include failure to deliver the executed ~~Interconnection~~ System ~~Reliability~~ Impact Study Agreement or deposit. ~~The NYISO and~~**If the Transmission Developer fails to provide the required technical data within this timeframe, the Transmission Interconnection Application shall be withdrawn in accordance with Section 22.4.5. The Transmission Developer, the ISO and the Connecting** Transmission Owner shall execute the ~~Interconnection~~ System ~~Reliability~~ Impact Study Agreement within thirty (30) Calendar Days after ~~its receipt by the Developer~~**the ISO tenders the System Impact Study Agreement. The Transmission Developer shall, on or before the return of the executed System Impact Study Agreement to the ISO, provide the required study deposit**.

~~If the Interconnection System Reliability Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Developer or Connecting Transmission Owner and NYISO, and acceptable to the other Parties, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 30.7.6 as applicable. For the purpose of this Section 30.7.2, if the NYISO, Connecting Transmission Owner and Developer cannot agree on the substituted Point of Interconnection, then Developer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 30.3.3.4, shall be the substitute.~~

~~30.7.3~~22.8.3 Scope of ~~Interconnection~~ System ~~Reliability~~ Impact Study

~~The Interconnection System Reliability Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the New York State Transmission System. The Interconnection System Reliability Impact Study shall be conducted in accordance with Applicable Reliability Standards. The SRIS will consider the Base Case, and if not already included in the Base Case, all generating and merchant transmission facilities (and with respect to (iii) below, any identified System Upgrade Facilities associated with such higher queued interconnection and, if security or cash has been posted in accordance with Attachment S, System Deliverability Upgrades, except for Highway facility upgrades that have not yet been triggered under Section 25.7.12.3.1 of Attachment S) that, on the date the SRIS scope is approved by the Operating Committee: (i) are directly interconnected to the New York State Transmission System or to the Distribution System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have accepted their cost allocation for System Upgrade Facilities and posted security for such System Upgrade Facilities in accordance with Attachment S; and (iv) have no Queue Position but have executed a Standard Large Generator Interconnection Agreement or requested that an unexecuted Standard Large Generator Interconnection Agreement be filed with FERC. Certain changes have been made, effective January 17, 2010, to the Base Case requirements for Interconnection System Reliability Impact Studies. These changed requirements will be applied prospectively to projects with study scopes for a System Reliability Impact Study approved by the Operating Committee on or after that effective date; provided, however, that Developers with a System Reliability Impact Study in progress and a study scope approved by the Operating Committee prior to that effective date may elect, at their own expense, to~~

~~modify the Base Case assumptions for that study consistent with the changed requirements. Such an election will be memorialized in a revised study scope subject to the approval of the Operating Committee and, to the extent necessary, an amended System Reliability Impact Study Agreement.~~

The SIS shall evaluate the impact of the proposed interconnection on the reliability of the New York State Transmission System. The SIS shall be conducted in accordance with Applicable Reliability Standards. The ISO Operating Committee shall approve the specific study scope proposed for each SIS. If an Optional Feasibility Study is not performed for the project, the SIS will also evaluate the feasibility of the proposed interconnection.

Evaluation under the NYISO Transmission Interconnection Standard involves a transmission security analysis using thermal, voltage, stability and short circuit analyses, as well as a transfer limit analysis to ensure that a Transmission Project does not degrade interface transfer capability. A Transmission Project will trigger a Network Upgrade Facility if upgrades are necessary to mitigate impacts to the controlling limit (*i.e.*, voltage, stability, thermal) as well as any impact to the thermal limit. A Transmission Project will also trigger a Network Upgrade Facility if it degrades by more than 25 MW the pre-project transfer limits of any NYISO transmission planning interface recognized in the ISO's transmission planning studies pursuant to ISO procedures. A Transmission Project that triggers an upgrade would have to fully restore the impacted transfer limits to the pre-project limits.

22.8.4 System Impact Study Procedures

The ISO shall coordinate the SIS with any Affected System that is affected by the Transmission Interconnection Application pursuant to Section 22.4.4 above. The ISO shall utilize existing studies to the extent practicable when it performs the study.

The ~~**Interconnection System Reliability Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The SRIS**~~**SIS** will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to ~~**providing Energy Resource Interconnection Service**~~**the proposed interconnection**, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The ~~**SRIS**~~**SIS** will provide a list of ~~**facilities**~~**Network Upgrade Facilities** that are required as a result of the ~~**Interconnection Request**~~**Transmission Project** and a nonbinding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct. ~~**The NYISO Operating Committee shall approve the specific study scope proposed for each Interconnection System Reliability Impact Study.**~~

The ISO may evaluate Transmission Projects moving forward in the same time frame that both contribute to Network Upgrade Facilities to determine their *pro rata* cost responsibility for such Network Upgrade Facilities.

~~**At Developer's option, and subject to an additional $30,000 SRIS deposit, the SRIS may include a preliminary evaluation of the Large Facility under the Deliverability Interconnection Standard if the Large Facility elected both Energy Resource Interconnection Service and Capacity Resource Interconnection Service in its Interconnection Request. Such preliminary deliverability evaluation will state the assumptions upon which it is based; state the results of the preliminary analyses; identify**~~

~~potential System Deliverability Upgrades at a high level; and provide preliminary System Deliverability Upgrade cost estimates which may be based on generic information. To the extent the project subsequently elects to proceed to a Class Year Interconnection Facilities Study, the portion of the Class Year Interconnection Facilities Study costs attributable to the Class Year Deliverability Study would not be offset by any expenses paid by the Developer for a preliminary deliverability evaluation in its SRIS.~~

~~**30.7.4 Interconnection System Reliability Impact Study Procedures**~~

~~The NYISO shall coordinate the Interconnection System Reliability Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 30.3.5 above. The NYISO shall utilize existing studies to the extent practicable when it performs the study. The NYISO shall use Reasonable Efforts to complete the SRIS within ninety (90) Calendar Days after the receipt of the fully executed Interconnection System Reliability Impact Study Agreement, study payment, and technical data. If NYISO uses Clustering, the NYISO shall use Reasonable Efforts to deliver a completed SRIS within ninety (90) Calendar Days after the close of the Queue Cluster Window. The NYISO Operating Committee shall approve each final Interconnection System Reliability Impact Study.~~

~~At the request of the Developer or at any time the NYISO determines that it will not meet the required time frame for completing the Interconnection System Reliability Impact Study, NYISO shall notify the Developer as to the schedule status of the SRIS. If the NYISO is unable to complete the Interconnection System Reliability Impact Study within the time period, it shall notify the Developer and provide an estimated completion date with an explanation of the reasons why additional time is required.~~ Upon request, the

~~NYISO~~ISO shall provide the Transmission Developer all supporting documentation, workpapers and relevant ~~pre-Interconnection Request and post-Interconnection Request~~pre-Transmission Interconnection Application and post-Transmission Interconnection Application power flow, short circuit and stability databases for the ~~SRIS~~SIS, subject to confidentiality arrangements consistent with Section ~~30.13.1~~22.13.1.

~~30.7.5~~22.8.5 Study Report Meeting

As soon as practicable after completing the initial draft of the System Impact Study report, the ISO will provide the System Impact Study report to the Transmission Developer, the Connecting Transmission Owner, and any Affected Systems for review and comment. Upon completion of this review process, the ISO and the Connecting Transmission Owner shall meet with Transmission Developer and any Affected Systems to discuss the results of the SIS.

The ISO Operating Committee shall approve each final SIS.~~Within ten (10) Business Days of providing an Interconnection System Reliability Impact Study report to Developer, NYISO and Connecting Transmission Owner shall meet with Developer to discuss the results of the Interconnection System Reliability Impact Study.~~

~~30.7.6 Re-Study~~

~~If the NYISO determines that re-study of the Interconnection System Reliability Impact Study is required due to a higher queued project dropping out of the queue, a modification of a higher queued project subject to 30.4.4, or re-designation of the Point of Interconnection pursuant to Section 30.7.2, NYISO shall notify Developer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Developer being re-studied.~~

~~30.8 Class Year Interconnection~~22.9 Facilities Study

~~30.8.1 Class Year Interconnection~~22.9.1 Facilities Study Agreement

~~As soon as practicable after a Study Start Date is established pursuant to Section 25.5.9 of Attachment S to the OATT, the NYISO shall provide a Class Year Interconnection Facilities Study Agreement for the next Class Year in the form of Appendix 4 to these Large Facility Interconnection Procedures to each Developer and Interconnection Customer who has not previously received an agreement for the next Class Year, upon confirmation by the NYISO that the Developer is an Eligible Class Year Project. Prior to this 30-day period, the NYISO shall tender a Class Year Interconnection Facilities Study Agreement at an earlier point to any Developer or Interconnection Customer confirmed by the NYISO to be an Eligible Class Year Project that so requests. When the NYISO provides a Class Year Interconnection Facilities Study Agreement to an Eligible Class Year Project, the NYISO shall, at the same time, also provide one to that Eligible Class Year Project's Connecting Transmission Owner. The Class Year Interconnection Facilities Study Agreement shall provide that the Class Year Project shall compensate the NYISO and Connecting Transmission Owner for the actual cost of the Class Year Interconnection Facilities Study. When the NYISO provides the Class Year Interconnection Facilities Study Agreement to the Eligible Class Year Project, the NYISO shall provide to the Eligible Class Year Project a non-binding good faith estimate of the cost and timeframe for completing the Class Year Interconnection Facilities Study. The Eligible Class Year Project shall execute the Class Year Interconnection Facilities Study Agreement and deliver the executed Class Year Interconnection Facilities Study Agreement to the NYISO by the later of (1) the study start date of the Annual~

~~Transmission Reliability Assessment, or (2) thirty (30) Calendar Days after the Developer's receipt of the Class Year Interconnection Facilities Study Agreement. Starting with the Class Year subsequent to Class Year 2012, with the executed Class Year Interconnection Facilities Study Agreement, the Class Year Project shall deliver to the NYISO the required technical data, the Class Year Project's interconnection service evaluation election, an updated proposed In-Service Date and updated proposed Commercial Operation Date (subject to the ten (10) year limitation set forth in Section 30.3.1), and the greater of $100,000 or the Class Year Project's portion of the estimated monthly cost of conducting the Class Year Interconnection Facilities Study. At the same time the Class Year Project provides the above items to the NYISO, the Class Year Project shall deliver the executed Class Year Interconnection Facilities Study Agreement, together with the required technical data, to the Transmission Owner. The NYISO and Transmission Owner shall execute the Class Year Interconnection Facilities Study Agreement within ten (10) Business Days of receipt of the Class Year Interconnection Facilities Study Agreement executed by the Class Year Project and the required technical data.~~

~~30.8.1.1 NYISO shall invoice the Class Year Project on a monthly basis for the work to be conducted on the Class Year Interconnection Facilities Study each month. Any Class Year Project having elected only ERIS shall not be invoiced for any part of the cost of the Class Year Deliverability Study. Any Class Year Project that elects to reduce the MW of CRIS it requests to be evaluated in the Class Year Deliverability Study and thereby opts out of any additional detailed studies, if required, for System Deliverability Upgrades, shall not be invoiced for any additional detailed studies required for System~~

~~Deliverability Upgrades. The Class Year Project shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.~~

A Transmission Developer may request that the ISO tender a Facilities Study Agreement for its Transmission Project at any time following the ISO Operating Committee's approval of the SIS for the Transmission Project pursuant to Section 22.8.5. As soon as practicable after the ISO's receipt of the Transmission Developer's request, the ISO shall tender the Transmission Developer and Connecting Transmission Owner a Facilities Study Agreement. When the ISO tenders the Facilities Study Agreement, it shall provide to the Transmission Developer a non-binding good faith estimate of the cost and timeframe for completing the Facilities Study.

The Transmission Developer must provide a $100,000 study deposit to the ISO for the Facilities Study. The Facilities Study Agreement shall specify that the Transmission Developer is responsible for the actual costs incurred by the ISO and the Connecting Transmission Owner for the Facilities Study Agreement. NYISO shall invoice the Transmission Developer on a monthly basis for the work to be conducted on the Facilities Study. The Transmission Developer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. The ISO shall continue to hold the amounts on deposit until settlement of the final invoice. The Facilities Study Agreement shall provide that if actual study costs exceed the study deposit, the Transmission Developer shall pay the ISO the amount in excess of the study deposit, and if the actual study costs are less than the study deposit, the ISO shall refund the remaining deposit amount to the Transmission

Developer. The Facilities Study Agreement shall also set forth the study schedule based on the study scope.

22.9.2 Execution of Facilities Study Agreement

The Transmission Developer, the ISO and the Connecting Transmission Owner shall execute and deliver to the ISO the Facilities Study Agreement no later than thirty (30) Calendar Days after the ISO tenders the Facilities Study Agreement. The Transmission Developer shall, on or before the return of the executed Facilities Study Agreement to the ISO, provide the deposit and technical data required by the agreement. If the Transmission Developer does not provide all required technical data when it delivers the Facilities Study Agreement, the ISO shall notify the Transmission Developer of the deficiency within five (5) Business Days of the receipt of the executed Facilities Study Agreement, and the Transmission Developer shall cure the deficiency within ten (10) Business Days of receipt of the notice, *provided, however*, such deficiency does not include failure to deliver the executed Facilities Study Agreement or deposit. If the Transmission Developer fails to provide the required technical data within this timeframe, the Transmission Interconnection Application shall be withdrawn in accordance with Section 22.4.5. The Transmission Developer, the ISO and the Connecting Transmission Owner shall execute and deliver to the ISO the Facilities Study Agreement no later than thirty (30) Calendar Days after the ISO tenders the Facilities Study Agreement. The Transmission Developer shall, on or before the return of the executed Facilities Study Agreement to the ISO, provide the required $100,000 deposit.

~~30.8.2~~22.9.3 **Scope of ~~Class Year Interconnection~~ Facilities Study**

The Facilities Study shall update and refine the description of Network Upgrade Facilities identified in the System Impact Study, including the equipment, work and related cost and time estimates necessary to construct the required Network Upgrade Facilities. Transmission Developer will be responsible for posting Security in the amount of the cost estimates for the Network Upgrade Facilities documented in the final Facilities Study report pursuant to Section 22.11.1 of this Attachment P. The Facilities Study shall also contain a non-binding estimate as to the feasible TCCs resulting from the construction of the new facilities, as applicable.

~~The Class Year Interconnection Facilities Studyshall be performed concurrently as a combined Class Year Interconnection Facilities Study for a Class Year, as determined in accordance with Attachment S of the NYISO OATT, to fulfill the requirements of this Section 30.8, and the requirements of the Annual Transmission Reliability Assessment and Class Year Deliverability Study called for by Attachment S.~~

~~The combined Class Year Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering and design work, permitting, site acquisition, procurement and construction work and commissioning needed for the Class Year in accordance with Good Utility Practice and, for each of these cost categories, shall specify and estimate the cost of the work to be done at each substation and/or on each feeder to physically and electrically connect each facility in the Class Year to the Transmission System. The combined Class Year Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature~~

~~and estimated cost of any Connecting Transmission Owners' Attachment Facilities, any Distribution Upgrades, any System Upgrade Facilities and, for Class Year Projects seeking CRIS, any System Deliverability Upgrades necessary to accomplish the interconnection of each Class Year Project; and shall include a schedule showing the estimated time required to complete the engineering and design, permitting, site acquisition, procurement, construction, installation and commissioning phases of the Class Year Projects. The schedule shall contain major milestones to facilitate the tracking of the progress of each Class Year Project.~~

~~30.8.2.1 Following commencement of the activities described in this schedule, each Class Year Project, that Class Year Project's Connecting Transmission Owner and each Affected Transmission Owner(s) shall report every other month on the progress of their respective activities to the NYISO and to each other. Such reports shall be in a format consistent with, and include the content required by, applicable ISO Procedures. In these bimonthly reports, each Class Year Project and Connecting Transmission Owner and Affected Transmission Owner(s) shall report any material variance from earlier schedule estimates for their respective activities, and the reasons for such variance. In addition, the Connecting Transmission Owner and Affected Transmission Owner(s) shall report any material variance from earlier cost estimates for its activities, and the reasons for such variance.~~

~~30.8.3~~ ~~Class Year Interconnection~~22.9.4 Facilities Study Procedures

The ~~NYISO~~ISO shall coordinate the ~~Class Year Interconnection~~ Facilities Study with the Connecting Transmission ~~Owners~~Owner and Affected ~~Transmission Owners~~System Operators, and with any other Affected System pursuant to Section ~~30.3.5 above~~22.4.4. The ~~NYISO~~ISO shall utilize existing studies to the extent practicable in performing the ~~Class Year Interconnection~~ Facilities Study. ~~The NYISO shall follow the procedures set forth in Attachment S of the NYISO OATT and shall use Reasonable Efforts to complete the study and issue a Class Year Interconnection Facilities Study report to the Class Year Projects within the timeframe called for in Attachment S.~~

~~At the request of any Class Year Project, or at any time the NYISO determines that it will not meet the required time frame for completing the Class Year Interconnection Facilities Study, NYISO shall notify the Class Year Projects as to the schedule status of the Class Year Interconnection Facilities Study. If the NYISO is unable to complete the Class Year Interconnection Facilities Study and issue a cost allocation report within the time required, it shall notify the Class Year Projects and provide an estimated completion date and an explanation of the reasons why additional time is required.~~

~~Upon request, the NYISO shall provide each Class Year Project supporting documentation, workpapers, and databases or data developed in the preparation of the Class Year Interconnection Facilities Study, subject to non-disclosure arrangements consistent with Section 30.13.1.~~

~~30.8.4~~22.9.5 **Study Report Meeting**

~~**Within ten (10) Business Days of providing a draft Class Year Interconnection Facilities Study report to Class Year Projects, the NYISO and Connecting Transmission Owners and Affected Transmission Owners shall meet with Developers (and Interconnection Customers, as applicable) for Class Year Projects to discuss the results of the Class Year Interconnection Facilities Study.**~~

As soon as practicable after completing the initial draft of the Facilities Study report, the ISO will provide the Facilities Study report to the Transmission Developer, the Connecting Transmission Owner, and any Affected Systems for review and comment. Upon completion of this review process, the ISO and the Connecting Transmission Owner shall meet with Transmission Developer and any Affected Systems to discuss the results of the Facilities Study.

~~**30.8.5 Re-Study**~~

~~**If re-study of the Class Year Interconnection Facilities Study and cost allocation report is required pursuant to Section 25.8.2 and Section 25.8.3 of Attachment S, NYISO shall so notify Class Year Projects and conduct such re-study in accordance with the requirements of Attachment S. Any cost of re-study shall be borne by the Class Year Projects being re-studied.**~~

~~30.9~~22.10 Engineering & Procurement ("E&P") Agreement

Prior to executing a ~~Standard Large Generator~~**Transmission Project** Interconnection Agreement, a **Transmission** Developer may, in order to advance the implementation of its interconnection, request and Connecting Transmission Owner shall offer the **Transmission** Developer, an E&P Agreement that authorizes the Connecting Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Connecting Transmission Owner shall not be obligated to offer an E&P Agreement if **the Transmission** Developer is in Dispute Resolution as a result of an allegation that **the Transmission** Developer has failed to meet any milestones or comply with any prerequisites specified in other parts of these ~~Large Facility~~**Transmission** Interconnection Procedures. The E&P Agreement is an optional procedure and it will not alter the **Transmission** Developer's Queue Position or In-Service Date. The E&P Agreement shall provide for the **Transmission** Developer to pay the cost of all activities authorized by the **Transmission** Developer and to make advance payments or provide other satisfactory security for such costs. The **Transmission** Developer shall~~, in accordance with Attachment S to the NYISO OATT,~~ pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If **the Transmission** Developer withdraws its ~~application for interconnection~~**Transmission Interconnection Application** or either Party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, **the Transmission** Developer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Connecting Transmission Owner may elect: (i) to take title to the equipment, in which event Connecting Transmission Owner shall refund **the Transmission** Developer any amounts paid by **the Transmission** Developer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to **the Transmission** Developer, in which event **the Transmission** Developer shall pay any unpaid balance and cost of delivery of such equipment.

~~**30.10 Optional Interconnection Study**~~

~~30.10.1~~ ~~Optional~~22.11 Transmission Project Interconnection ~~Study~~ Agreement

~~Upon the initiation of a Developer's Interconnection System Reliability Impact Study, the Developer may request, and the NYISO shall perform concurrently with that SRIS a reasonable number of Optional Studies. The request shall describe the assumptions that the Developer wishes the NYISO to study within the scope described in Section 30.10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the NYISO shall provide to the Developer an Optional Interconnection Study Agreement in the form of Appendix 5.~~

~~The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Developer must provide for each phase of the Optional Interconnection Study, (ii) specify Developer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case, and (iii) the NYISO's estimate of the cost of the Optional Interconnection Study. To the extent known by the NYISO, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, the NYISO shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.~~

~~The Developer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a $10,000 deposit to the NYISO.~~

~~30.10.2 Scope of Optional Interconnection Study~~

~~The Optional Interconnection Study will consist of a sensitivity analysis based on~~

~~the assumptions specified by the Developer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Connecting Transmission Owner's Attachment Facilities and the System Upgrade Facilities, and the estimated cost thereof, that may be required to provide Energy Resource Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. The NYISO shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of options that are being studied. The NYISO shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.~~

~~30.10.3 Optional Interconnection Study Procedures~~

~~The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the NYISO within ten (10) Business Days of Developer receipt of the Optional Interconnection Study Agreement. The NYISO shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If the NYISO is unable to complete the Optional Interconnection Study within such time period, it shall notify the Developer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to the NYISO or refunded to the Developer, as appropriate. Upon request, the NYISO shall provide the Developer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 30.13.1.~~

~~30.11 Standard Large Generator Interconnection Agreement (LGIA)~~

~~30.11.1~~22.11.1 **Tender**

~~As soon as practicable upon completion of the Developer decision process and satisfaction of Security posting requirements described in Section 25.8 of Attachment S, acceptance by the Developer of its Attachment S cost allocation, the NYISO shall tender to the Developer and Connecting Transmission Owner a draft Standard Large Generator Interconnection Agreement together with draft appendices completed to the extent practicable. The draft Standard Large Generator Interconnection Agreement shall be in the form of the NYISO's Commission-approved Standard Large Generator Interconnection Agreement, which is in Appendix 6 to this Attachment X.~~

After completion of the Facilities Study, the Transmission Developer may request the ISO tender a draft Transmission Project Interconnection Agreement together with draft appendices completed to the extent practicable; *provided, however*, that if a Transmission Developer's proposed Transmission Project is only interconnecting to its own, existing facilities, a Transmission Project Interconnection Agreement is not required. The draft Transmission Project Interconnection Agreement shall be consistent with the NYISO's Commission-approved Standard Large Generator Interconnection Agreement located in Appendix 6 to Attachment X of the OATT, modified to address a Transmission Project. The Transmission Project Interconnection Agreement shall provide the mechanism through which a Transmission Developer shall post Security for required Network Upgrade Facilities. A Transmission Developer will be required to post Security with the applicable Connecting Transmission Owner for Network Upgrade Facilities identified in the Facilities Study; however, if the Transmission Developer and Connecting

Transmission Owner are the same entity, the Transmission Developer need not post Security for Network Upgrade Facilities required on its own facilities.

~~30.11.2~~22.11.2 **Negotiation**

Notwithstanding Section ~~30.11.1~~22.11.1, at the request of the Transmission Developer, the ~~NYISO~~ISO and Connecting Transmission Owner shall begin negotiations with the Transmission Developer concerning the ~~LGIA~~Transmission Project Interconnection Agreement and its appendices at any time after the Transmission Developer ~~executes the Class Year Interconnection~~completes the Facilities Study Agreement. The ~~NYISO~~ISO, Connecting Transmission Owner and ~~the~~Transmission Developer shall finalize the appendices and negotiate concerning any disputed provisions of the draft ~~LGIA and its~~Transmission Project Interconnection Agreement and its appendices subject to the six (6) month time limitation specified below in this Section ~~30.11.2~~22.11.2. If the Transmission Developer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft ~~LGIA~~Transmission Project Interconnection Agreement pursuant to Section ~~30.11.1~~22.11.1 and request submission of the unexecuted ~~LGIA~~Transmission Project Interconnection Agreement to FERC or initiate Dispute Resolution procedures pursuant to Section ~~30.13.5~~22.13.5. If the Transmission Developer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted ~~LGIA~~Transmission Project Interconnection Agreement or initiate Dispute Resolution, it shall be deemed to have withdrawn its Transmission Interconnection ~~Request~~Application. Unless otherwise agreed by the Parties, if the Transmission Developer has not executed the ~~LGIA~~Transmission Project Interconnection Agreement, requested filing of an unexecuted ~~LGIA~~Transmission Project Interconnection Agreement, or initiated Dispute Resolution

procedures pursuant to Section ~~30.13.5~~22.13.5 within six (6) months of tender of draft ~~LGIA~~Transmission Project Interconnection Agreement, it shall be deemed to have withdrawn its Transmission Interconnection ~~Request~~Application.

~~30.11.3~~22.11.3 **Execution and Filing**

~~Within fifteen (15) Business Days after receipt of the executed LGIA, the Developer shall provide the NYISO and Connecting Transmission Owner (A) reasonable evidence of continued Site Control or (B) posting of $250,000, non-refundable additional security with the Connecting Transmission Owner, which shall be applied toward future construction costs. At the same time, Developer also shall provide the NYISO and Connecting Transmission Owner reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at the Developer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.~~

The Transmission Developer shall either: (i) execute three (3) originals of the tendered ~~Standard Large Generator~~Transmission Project Interconnection Agreement and return them to the ~~NYISO~~ISO and Connecting Transmission Owner and request in writing that the ISO and Connecting Transmission Owner file with FERC for its acceptance the agreed-upon Transmission Project Interconnection Agreement; or (ii) request in writing that the ~~NYISO~~ISO and Connecting Transmission Owner file with FERC ~~an LGIA~~a Transmission

Project Interconnection Agreement in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either ~~the two executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the NYISO~~**submission by the Transmission Developer, the ISO** and Connecting Transmission Owner shall file the ~~LGIA with FERC. The NYISO~~**Transmission Project Interconnection Agreement with FERC. If the Transmission Developer has requested that the ISO file the Transmission Project Interconnection Agreement in unexecuted form, the ISO** will draft the portions of the ~~LGIA~~**Transmission Project Interconnection Agreement** and appendices that are in dispute~~ and assume the burden of justifying any departure from the pro forma LGIA and appendices. The NYISO~~**. The ISO** will provide its explanation of any matters as to which the Parties disagree and support for the costs that the Connecting Transmission Owner proposes to charge to the **Transmission** Developer under the ~~LGIA~~**Transmission Project Interconnection Agreement**. An unexecuted ~~LGIA~~**Transmission Project Interconnection Agreement** should contain terms and conditions deemed appropriate by the ~~NYISO for the~~**ISO for the Transmission** Interconnection ~~Request~~**Application**. The Connecting Transmission Owner will provide in ~~the~~**a separate** filing any comments it has on the unexecuted agreement, including any alternative positions, it may have with respect to the disputed provisions. If the Parties agree to proceed with design, procurement, and construction of ~~facilities and upgrades~~**Network Upgrade Facilities** under the agreed-upon terms of the unexecuted ~~LGIA~~**Transmission Project Interconnection Agreement**, they may proceed pending Commission action.

~~30.11.4~~22.11.4 Commencement of Interconnection Activities

~~If the Developer executes the final Standard Large Generator~~Upon submission of an executed or unexecuted Transmission Project Interconnection Agreement in accordance with Section 22.11.3, the ~~NYISO~~ISO, Connecting Transmission Owner and the Transmission Developer shall perform their respective obligations that are not in dispute in accordance with the terms of the ~~LGIA~~Transmission Project Interconnection Agreement, subject to modification by FERC. ~~Upon submission of an unexecuted LGIA in accordance with Section 30.11.3, the Parties shall promptly comply with the unexecuted LGIA, subject to modification by FERC.~~

~~30.11.5~~22.11.5 Termination of the ~~Standard Large Generator~~Transmission Project Interconnection Agreement

~~The classification of a Large Generating Facility as Retired will be grounds for the termination of its Standard Large Facility Interconnection Agreement (LGIA). The NYISO will file with the Federal Energy Regulatory Commission a notice of termination of the LGIA as soon as practicable after the Large Generating Facility is Retired.~~ The termination of a ~~non-conforming *pro forma* LGIA~~Transmission Project Interconnection Agreement will be effective only upon acceptance by ~~the Federal Energy Regulatory Commission~~FERC of the notice of termination and proposed effective date. Upon the effective date of the termination of the ~~LGIA~~Transmission Project Interconnection Agreement, access to the Point of Interconnection of the ~~Large Generating Facility~~Transmission Project will be available on a non-discriminatory basis pursuant to the ISO's applicable interconnection ~~and transmission expansion~~ processes and procedures.

~~30.12~~22.12 Construction of Connecting Transmission Owner's ~~Attachment~~Network Upgrade Facilities ~~and System Facilities~~

~~30.12.1~~22.12.1 Schedule

The Connecting Transmission Owner**, Affected System Operators** and the **Transmission** Developer shall negotiate in good faith concerning a schedule for the construction of the ~~Connecting Transmission Owner's Attachment Facilities and the System~~**Network** Upgrade Facilities ~~and the System Deliverability Upgrades.~~

. ~~30.12.2 Construction Sequencing~~

~~30.12.2.1 General~~

In general, the In-Service Dates ~~of the Developers in each Class Year seeking~~**set forth in applicable** interconnection ~~to the New York State Transmission System~~**agreements** will determine the sequence of construction of ~~System Upgrade Facilities and System Deliverability Upgrades~~**required upgrade facilities**.

~~30.12.2.2~~22.12.2.2 Advance Construction of Network Upgrade Facilities, System Upgrade Facilities and System Deliverability Upgrades that are an Obligation of an Entity other than the Transmission Developer

A **Transmission** Developer with a ~~Standard Large Generator~~**Transmission Project** Interconnection Agreement, in order to maintain its In-Service Date, may request that the Connecting Transmission Owner advance to the extent necessary the completion of **Network Upgrade Facilities,** System Upgrade Facilities, and System Deliverability Upgrades that: (i) were assumed in the **Transmission** Interconnection Studies for such **Transmission** Developer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the **Transmission** Developer that is seeking interconnection to the New York State Transmission System, in time to support such In-

Service Date. Upon such request, Connecting Transmission Owner will use Reasonable Efforts to advance the construction of such **Network Upgrade Facilities,** System Upgrade Facilities and System Deliverability Upgrades to accommodate such request; provided that the **Transmission** Developer commits in writing to pay Connecting Transmission Owner any associated expediting costs.

~~30.12.2.3~~22.12.2.3 Advancing Construction of Network Upgrade Facilities, System Upgrade Facilities or System Deliverability Upgrades that are Part of an Expansion Plan of the ~~NYISO~~ISO or Connecting Transmission Owner

A **Transmission** Developer with ~~**an Standard Large Generator**~~**a Transmission Project** Interconnection Agreement, in order to maintain its In-Service Date, may request that the Connecting Transmission Owner advance to the extent necessary the completion of **Network Upgrade Facilities,** System Upgrade Facilities and System Deliverability Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of the ~~NYISO~~ISO or Connecting Transmission Owner, in time to support such In-Service Date. Upon such request, Connecting Transmission Owner will use Reasonable Efforts to advance the construction of such **Network Upgrade Facilities,** System Upgrade Facilities and System Deliverability Upgrades to accommodate such request; provided that the **Transmission** Developer commits in writing to pay Connecting Transmission Owner any associated expediting costs.

~~**30.12.2.4 Amended Interconnection System Reliability Impact Study**~~

~~**An Interconnection System Reliability Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will**~~

~~include those transmission and Large Generating Facilities that are expected to be in-service on or before the requested In-Service Date.~~

~~30.13~~22.13 Miscellaneous

~~30.13.1~~22.13.1 Confidentiality

~~Certain information~~Information exchanged by ~~the~~ Parties ~~during the administration of these Large Facility~~in accordance with these Transmission Interconnection Procedures ~~shall constitute confidential information ("Confidential Information") and shall be~~are subject to ~~this~~the Confidentiality provisions set forth in Section 30.13.1~~.~~ of Attachment X of this ISO OATT, which requirements are incorporated into this Attachment P ~~The following shall constitute Confidential Information: (1) any non-public information that is treated as confidential by the disclosing Party and which the disclosing Party identifies as Confidential Information in writing at the time, or promptly after the time, of disclosure; or (2) information designated as Confidential Information by the NYISO Code of Conduct contained in Attachment F to the NYISO OATT.~~

~~If requested by either Party receiving information, the Party supplying information shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.~~

~~30.13.1.1 Scope~~

~~Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving~~

~~Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the~~by reference. The terms "Standard Large Generator Interconnection Agreement~~; or (6) is required, in accordance with Section 30.13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the Standard Large Generator Interconnection Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.~~," "Developer," and "Large Facility Interconnection Procedures" as used in Section 30.13.1 of Attachment X shall include "Transmission Project Interconnection Agreement," "Transmission Developer," and "Transmission Interconnection Procedures," respectively, as those terms are defined in this Attachment P.

~~30.13.1.2 Release of Confidential Information~~

~~No Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by FERC Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Developer, or to potential purchasers or assignees of Developer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 30.13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential~~

~~Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 30.13.1.~~

~~30.13.1.3 Rights~~

~~Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to another Party. The disclosure by each Party to the other Parties of Confidential Information shall not be deemed a waiver by any Party or any other person or entity of the right to protect the Confidential Information from public disclosure.~~

~~30.13.1.4 No Warranties~~

~~By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to the other Parties nor to enter into any further agreements or proceed with any other relationship or joint venture.~~

~~30.13.1.5 Standard of Care~~

~~Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties under these procedures or its regulatory requirements, including the NYISO OATT and NYISO Services Tariff. The NYISO shall, in all cases, treat the information it receives in accordance with the requirements of Attachment F to the NYISO OATT.~~

~~30.13.1.6 Order of Disclosure~~

~~If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties with prompt notice of such request(s) or requirement(s) so that the other Parties may seek an appropriate protective order or waive compliance with the terms of the Standard Large Generator Interconnection Agreement. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.~~

~~30.13.1.7 Remedies~~

~~The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Section 30.13.1. Each Party accordingly agrees that the other Parties shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 30.13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 30.13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable~~

~~in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 30.13.1.~~

~~30.13.1.8 Disclosure to FERC, its Staff, or a State~~

~~Notwithstanding anything in this Section 30.13.1 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to these Large Facility Interconnection Procedures or the NYISO OATT, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other Parties to the LGIA when its is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner consistent with applicable state rules or regulations. A Party shall not be liable for any losses, consequential or otherwise, resulting from that Party divulging Confidential Information pursuant to a FERC or state regulatory body request under this paragraph.~~

~~30.13.1.9 Subject to the exception in Section 30.13.1.8, no Party shall disclose Confidential Information to any person not employed or retained by the Party possessing the Confidential Information, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the supplying Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under these Large Facility Interconnection Procedures, the NYISO OATT or NYISO Services Tariff. Prior to any disclosures of a Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Parties in writing and agrees to assert confidentiality and cooperate with the other Parties in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.~~

~~30.13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).~~

~~30.13.1.11 The NYISO and Connecting Transmission Owner shall, at Developer's election, destroy, in a confidential manner, or return the~~

~~Confidential Information provided at the time of Confidential Information is no longer needed.~~

~~30.13.2~~22.13.2 **Delegation of Responsibility**

The ~~NYISO~~ISO may use the services of subcontractors as it deems appropriate to perform its obligations under these ~~Large Facility~~Transmission Interconnection Procedures. The ~~NYISO~~ISO shall remain primarily liable to the Transmission Developer for the performance of such subcontractors and compliance with its obligations under these ~~Large Facility~~Transmission Interconnection Procedures. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

~~30.13.3~~22.13.3 **Obligation for Study Costs and Study Deposits**

~~30.13.3.1~~ ~~NYISO~~The ISO shall charge and the Transmission Developer shall pay the actual costs of the Transmission Interconnection Studies incurred by the ~~NYISO~~ISO and Connecting Transmission Owner. If a number of Transmission Interconnection Studies are conducted concurrently as a combined study, ~~except for a Class Year Interconnection Facilities Study, each~~each Transmission Developer shall pay an equal share of the actual cost of the combined study. ~~However, no Developer electing to be evaluated only for ERIS shall be responsible for any cost of any CRIS evaluation in the combined study and any Class Year Project that that elects, pursuant to Section 25.7.7.1 of Attachment S, to withdraw from the Class Year Interconnection Facilities Study, withdraw its CRIS request or elect to have no System Deliverability Upgrade identified to make the project deliverable at its level of requested CRIS, shall not be responsible for any additional detailed studies required for System Deliverability Upgrades. For Class Years 2008 through 2010,~~

~~Developers shall be responsible for Class Year Interconnection Facilities Study costs in the following manner: (1) each Developer shall pay the actual cost of studying the Attachment Facilities for its own Large Facility, and (2) the Developer of each Large Facility in a Class Year shall pay an equal share of all other Class Year Interconnection Facilities Study costs (*i.e.*, those not related to Attachment Facilities). However, no Developer electing to be evaluated only for ERIS shall be responsible for any cost of any CRIS evaluation in the Class Year Interconnection Facilities Study. Beginning with Class Year 2011, Developers shall be responsible for Class Year Interconnection Facilities Study costs in the following manner: (1) each Class Year Project shall pay the actual cost of studying the Attachment Facilities, Interconnection Facilities and Distribution Upgrades for its own facility, (2) each Class Year Project shall pay the actual cost of studying Local System Upgrade Facilities for its own facility; and (3) each Class Year Project in a Class Year shall pay an equal share of all other Class Year Interconnection Facilities Study costs (*i.e.*, those not related to Attachment Facilities, Interconnection Facilities, Distribution Upgrades, or Local System Upgrade Facilities). Beginning with the Class Year subsequent to Class Year 2012, Class Year Projects shall be responsible for Class Year Interconnection Facilities Study costs in the following manner: (1) each Class Year Project shall pay the actual cost of studying the Attachment Facilities, Interconnection Facilities and Distribution Upgrades for its own facility; (2) each Class Year Project shall pay the actual cost of studying Local System Upgrade Facilities for its own facility; and (3) each Class Year Project in a Class Year shall pay an equal share of all other Class Interconnection Facilities Study costs (*i.e.*, those not related to Attachment Facilities, Interconnection Facilities, Distribution Upgrades or Local System Upgrade Facilities). With respect to the costs of studying the Attachment Facilities,~~

~~Interconnection Facilities and Distribution Upgrades referenced above, if more than one Class Year Project contributes to the need for particular Attachment Facilities, Interconnection Facilities or Distribution Upgrades, those Class Year Projects shall share equally in the cost to study those Attachment Facilities, Interconnection Facilities or Distribution Upgrades. With respect to the costs of studying the Local System Upgrade Facilities referenced above, if more than one Class Year Project contributes to the need for particular Local System Upgrade Facilities, those Class Year Projects shall share equally in the cost to study those Local System Upgrade Facilities. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Class Year Project or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies.~~ Any invoices for **Transmission** Interconnection Studies shall include a detailed and itemized accounting of the cost of each **Transmission** Interconnection Study. **Transmission** Developers ~~and Interconnection Customers~~ shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. Neither the ~~NYISO~~**ISO** nor Connecting Transmission Owner shall be obligated to perform or continue to perform any studies unless **the Transmission** Developer ~~(or Interconnection Customer, as applicable)~~ has paid all undisputed amounts in compliance herewith.

~~30.13.3.2 The study deposit requirements contained in this Attachment X were modified effective January 17, 2010. Developers with projects in the interconnection queue as of January 17, 2010 will be responsible for the~~

~~modified deposit at the next step in the study process, as more fully described below.~~

~~30.13.3.2.1 The $10,000 deposit these Developers provided with their Interconnection Request will be refundable to the extent actual study costs are less than the deposit.~~

~~30.13.3.2.2 Such Developers commencing an Interconnection Feasibility Study that do not have a fully executed Interconnection Feasibility Study Agreement as of January 17, 2010 must provide the applicable modified deposit for Interconnection Feasibility Studies.~~

~~30.13.3.2.3 Such Developers commencing an Interconnection System Reliability Impact Study that do not have a fully executed Interconnection System Reliability Impact Study Agreement as of January 17, 2010 must provide the applicable modified deposit for Interconnection System Reliability Impact Studies.~~

~~30.13.4~~22.13.4 **Third Parties Conducting Studies**

If ~~(i)~~ at the time of the signing of ~~an~~a Transmission Interconnection Study ~~Agreement~~agreement there is disagreement as to the estimated time to complete ~~an Interconnection Study, (ii) the Developer receives notice pursuant to Sections 30.6.3, 30.7.4 or 30.8.3 that the NYISO will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Developer receives neither the Interconnection Study nor a notice under Sections 30.6.3, 30.7.4 or 30.8.3 within the applicable timeframe for such~~a Transmission Interconnection Study, then the Transmission Developer may request the ~~NYISO~~ISO to utilize a consultant or other third party reasonably

acceptable to the Transmission Developer and ~~NYISO~~the ISO to perform such Transmission Interconnection Study under the direction of the ~~NYISO~~ISO. At other times, the ~~NYISO~~ISO may also utilize a Connecting Transmission Owner or other third party to perform such Transmission Interconnection Study, either in response to a general request of the Transmission Developer, or on its own volition. In all cases, use of a third party shall be in accord with Article 26 ~~of the LGIA~~ (Subcontractors) of the Standard Large Generator Interconnection Agreement located in Attachment X of the ISO OATT and limited to situations where the ~~NYISO~~ISO determines that doing so will help maintain or accelerate the study process for the Transmission Developer's pending Transmission Interconnection ~~Request~~Application and not interfere with the ~~NYISO's~~ISO's progress on Transmission Interconnection Studies or Interconnection Studies for other pending Transmission Interconnection Applications or Interconnection Requests. In cases where the Transmission Developer requests to use a third party to perform such Transmission Interconnection Study, the Transmission Developer, ~~NYISO~~ISO and Connecting Transmission Owner shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. The ~~NYISO~~ISO shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Transmission Interconnection ~~Request~~Application as soon as practicable upon the Transmission Developer's request subject to the confidentiality provision in Section ~~30.13.1~~22.13.1. In any case, such third party contract may be entered into with either the Transmission Developer or the ~~NYISO~~ISO at the ~~NYISO's~~ISO's discretion. If a Transmission Developer enters into a third party study contract, the Transmission Developer shall provide the study to ~~NYISO~~ISO and the Connecting Transmission Owner for review, and

such third party study contract shall provide for reimbursement by the Transmission Developer of ~~NYISO's~~ISO's and Connecting Transmission Owner's actual cost of participating in and reviewing the study. In the case of (iii) above in this Section ~~30.13.4~~22.13.4, the Transmission Developer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party shall be required to comply with these ~~Large Facility~~Transmission Interconnection Procedures, Article 26 ~~of the LGIA~~ (Subcontractors) of the Standard Large Generator Interconnection Agreement located in Attachment X of the ISO OATT, and the relevant ~~NYISO~~ISO OATT procedures and protocols as would apply if the ~~NYISO~~ISO were to conduct the Transmission Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. The ~~NYISO~~ISO and Connecting Transmission Owner shall cooperate with such third party and Transmission Developer to complete and issue the Transmission Interconnection Study in the shortest reasonable time.

~~30.13.5~~22.13.5 Disputes

~~30.13.5.1 Submission~~

In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with ~~the LGIA, these Standard Large Facility~~a Transmission Project Interconnection Agreement, these Transmission Interconnection Procedures, or their performance (a "Dispute"), such Party shall ~~provide the other Parties with written notice of the Dispute ("Notice of Dispute"). Such Dispute shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within~~

~~thirty (30) Calendar Days of the other Parties' receipt of the Notice of Dispute, such Dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such Dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of the~~address the Dispute in accordance with the Dispute provisions in Section 30.13.5 of Attachment X of this ISO OATT, which requirements are incorporated into this Attachment P by reference. The terms "Standard Large Generator Interconnection Agreement~~."~~ (or "LGIA"), "Standard Large Facility Interconnection Procedures" (or "LFIP"), and "Attachment Facilities, Distribution Upgrades or System Upgrades" as used in Section 30.13.5 shall include "Transmission Project Interconnection Agreement," "Transmission Interconnection Procedures," and "Network Upgrade Facilities" respectively, as those terms are defined in this Attachment P.

~~30.13.5.2 External Arbitration Procedures~~

~~Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the Dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The arbitrators so chosen shall within twenty (20) Calendar Days select one of them to chair the arbitration panel. In each case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties~~

~~an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 30.13, the terms of this Section 30.13 shall prevail.~~

~~30.13.5.3 Arbitration Decisions~~

~~Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LFIP and shall have no power to modify or change any provision of the LGIA and LFIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Attachment Facilities, Distribution Upgrades or System Upgrade Facilities.~~

~~30.13.5.4 Costs~~

~~Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel; or (2) one-third the cost of the single arbitrator jointly chosen by the Parties.~~

~~30.13.6~~22.13.6 Local Furnishing Bonds and Other Tax-Exempt Financing

~~30.13.6.1~~22.13.6.1 Connecting Transmission Owners and Affected ~~Transmission Owner(~~System Operator(s) that Own Facilities Financed by Local Furnishing Bonds or Other Tax-Exempt Bonds

This provision is applicable only to a Connecting Transmission Owner or Affected ~~Transmission Owner(~~System Operator(s) that has financed facilities with tax-exempt bonds including, but not limited to, Local Furnishing Bonds ("Tax-Exempt Bonds"). Notwithstanding any other provision of ~~this LGIA and LFIP, neither NYISO nor~~the Transmission Interconnection Procedures and a Transmission Project Interconnection Agreement, neither the Connecting Transmission Owner ~~shall be required to provide interconnection service to Developer, nor shall any Connecting Transmission Owner or Affected Transmission Owner~~nor Affected System Operator shall be required to construct ~~System~~Network Upgrade Facilities ~~or System Deliverability Upgrades~~, pursuant to ~~this LGIA and LFIP, if the provision of such interconnection service or~~the Transmission Interconnection Procedures and a Transmission Project Interconnection Agreement, if such construction would jeopardize the tax-exempt status of any Tax-Exempt Bonds or impair the ability of Connecting Transmission Owner or Affected ~~Transmission Owner(~~System Operator(s) to issue future tax-exempt obligations. For purposes of this provision, Tax-Exempt Bonds shall include the obligations of the Long Island Power Authority, NYPA and Consolidated Edison Company of New York, Inc., the interest on which is not included in gross income under the Internal Revenue Code.

~~30.13.6.2 Alternate Procedures for Requesting Interconnection Service~~

~~If Connecting Transmission Owner or Affected Transmission Owner(s) determines that the provision of interconnection service requested by Developer would jeopardize the~~

~~tax-exempt status of any Tax-Exempt Bond(s) used to finance its facilities that would be used in providing such interconnection service, or impair its ability to issue future tax-exempt obligations, Connecting Transmission Owner or Affected Transmission Owner(s) shall advise Developer and NYISO within thirty (30) Calendar days of receipt of the Interconnection Request.~~

~~Developer thereafter may renew its request for interconnection using the process specified in Section 30.3 of the NYISO OATT.~~

Summary report: Litéra® Change-Pro TDC 7.5.0.166 Document comparison done on 03/22/2016 1:46:37 PM	
Style name: H&W Standard	
Intelligent Table Comparison: Active	
Original filename: OATT Att X.docx	
Modified filename: OATT 22_FID1122 clean.docx	
Changes:	
Add	641
~~**Delete**~~	692
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1333