

December 1, 2016

By Electronic Delivery

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Contains Critical Energy
Infrastructure Information**

Re: Filing of an Executed Large Generator Interconnection Agreement Among the New York Independent System Operator, Inc., Consolidated Edison Company of New York, Inc., and Cricket Valley Energy Center, LLC; Request for Waiver of the 60-Day Notice Period; Request for Critical Energy Infrastructure Information Designation; Docket No. ER17-____-000

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act¹ and Section 35.12 of the Commission's regulations,² the New York Independent System Operator, Inc. ("NYISO") and Consolidated Edison Company of New York, Inc. ("Con Edison") (together, the "Joint Filing Parties") hereby tender for filing an executed Large Generator Interconnection Agreement entered into by the NYISO, Con Edison, as the Connecting Transmission Owner, and Cricket Valley Energy Center, LLC ("Cricket Valley"), as the Developer (the "Interconnection Agreement").³ The Interconnection Agreement is labeled as Service Agreement No. 2310 under the NYISO's Open Access Transmission Tariff ("OATT").

The Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing. With limited non-conforming exceptions, the justification for which are described in Part I of this letter, the Interconnection Agreement conforms to the NYISO's *pro forma* Large Generator Interconnection Agreement ("Pro Forma LGIA") that is contained in Attachment X to the OATT. Further, as described in Part III of this letter, the Joint Filing Parties respectfully request a waiver of the Commission's prior notice requirements⁴ to make the Interconnection Agreement effective as of November 16, 2016, which is the date of its execution. Finally, as described in Part II of this letter, Con Edison requests that the one-line diagrams included as Figures A-1 and A-2 in Appendix A of the Interconnection Agreement be protected from disclosure as Critical Energy Infrastructure Information.

¹ 16 U.S.C. § 824d (2016).

² 18 C.F.R. § 35.12 (2016).

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

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

I. Discussion

A. Background

Cricket Valley plans to construct a nominal 1,177 MW combined cycle, natural gas-fired generating facility that will be located in Dover, New York (“Facility”). The Facility will consist of three sets of combined cycle units, each with one combustion turbine generator and one steam turbine generator. Additional details regarding the Facility can be found in Appendix C of the Interconnection Agreement.

The Facility will interconnect to certain transmission facilities of Con Edison that are part of the New York State Transmission System. The Point of Interconnection will be at a new 345 kV substation configured as a six breaker ring bus on Con Edison’s Line 398. The Point of Interconnection will specifically be located at the point at which each of the taps is made into the main bus for the three generator leads (between breakers 1 and 2, breakers 3 and 4, and breakers 5 and 6). Figure A-1 of Appendix A of the Interconnection Agreement provides a one-line diagram showing the Point of Interconnection.

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

The Interconnection Agreement was executed on November 16, 2016, by the NYISO, Con Edison, and Cricket Valley. The Interconnection Agreement closely follows the language in the Pro Forma LGIA contained in Attachment X of the NYISO OATT. However, the Interconnection Agreement does contain limited variations from the Pro Forma LGIA that are described in this Part I.B. These variations are necessary because of the unique circumstances of Cricket Valley’s project. The Joint Filing Parties submit that these changes specified below satisfy the Commission’s standard for variations from the Pro Forma LGIA, because unique circumstances exist that require a non-conforming agreement.⁵ Therefore, the Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement with these limited non-conforming changes.

1. Modifications to Address Execution of Interconnection Agreement Prior to Completion of Class Year Study

Cricket Valley has elected to seek both Energy Resource Interconnection Service (“ERIS”) and Capacity Resources Interconnection Service (“CRIS”). Cricket Valley will participate in the Class Year Study that commences after the completion of the current Class Year Study.⁶ The Class Year Study identifies required System Upgrade Facilities for the reliable

⁵ See, e.g., *PJM Interconnection, LLC*, 111 FERC ¶ 61,163 at PP 10-11, *reh’g denied*, 112 FERC ¶ 61,282 (2005).

⁶ The current Class Year evaluations are completed, the final results of which were reviewed with stakeholders on November 8, 2016 and approved by the Operating Committee on December 1, 2016. The Initial Decision Period is expected to run through January 3, 2017.

interconnection of all facilities in the Class Year and determines whether any System Deliverability Upgrades are required for the Facility to be fully deliverable at its requested level of CRIS.

Since the Class Year Study in which Cricket Valley will participate had not commenced at the time the parties executed the Interconnection Agreement, the parties modified Article 4.1.1 of the Interconnection Agreement to provide that the NYISO's provision of ERIS and CRIS are subject to the requirements in Section 6 of Appendix A and Section 2(c) of Appendix C.

Section 6 of Appendix A provides that Cricket Valley will accept its Project Cost Allocation for any required System Upgrade Facilities identified in the Class Year Study and will post the related Security or payments. Section 6 of Appendix A further provides that if the Connecting Transmission Owner's Attachment Facilities, Stand Alone System Upgrade Facilities, and Other System Upgrade Facilities identified in the Class Year Study differ in any material way from the facilities described in the Interconnection Agreement, the parties will amend the Interconnection Agreement to incorporate the results of the Class Year Study. Finally, Section 2(c) of Appendix C provides that Cricket Valley may not supply Unforced Capacity to the New York Control Area from the Facility until it has complied with the deliverability requirements set forth in Attachment S of the OATT, including acceptance of any cost allocation for System Deliverability Upgrades and the posting of associated security or payments.

The Commission has previously accepted these types of changes to the Pro Forma LGIA where, as here, the parties agreed to execute the Interconnection Agreement prior to the completion of the Class Year Study in which the Developer was participating.⁷

2. Deviations Expressly Contemplated by the Pro Forma LGIA

Article 29.2 of the Pro Forma LGIA provides for discrepancies or conflicts between or among terms and conditions of the cover agreement and its Appendices. The language of this article specifically provides that the terms and conditions of the cover agreement shall be given precedence over the Appendices, "except as otherwise expressly agreed in writing by the Parties." Exercising the rights afforded to them by this last clause, the parties added a provision to this article expressly agreeing that the terms and conditions of the Appendices shall take precedence over the provisions of the cover agreement in case of a discrepancy or conflict between or among the terms and conditions of same. The Commission has previously accepted this change to the Pro Forma LGIA.⁸

⁷ See, e.g., *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER11-2199-000 (December 28, 2010) (accepting revisions to CRIS requirements in Pro Forma LGIA to reflect the timing of the execution of the interconnection agreement).

⁸ See, e.g., *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER11-2199-000 (December 28, 2010) (accepting revision to Article 29.2 to reflect precedence of the terms and conditions in Appendices).

3. Deviations Required Due to Existence of Related Contractual Agreements

Con Edison and Cricket Valley are parties to a security agreement and will be parties to property agreements described in Section 2(h) of Appendix C of the Interconnection Agreement (“Additional Agreements”). Accordingly, the parties have agreed to modify Article 29.6 to address these Additional Agreements. The Commission has previously accepted this change to the Pro Forma LGIA.⁹ With respect to the interaction between the Interconnection Agreement and the contractual obligations set forth in the Additional Agreements, Section 2(h) of Appendix C provides that “[i]t is the belief and intention of the Developer and the Connecting Transmission Owner that nothing in the Additional Agreements conflict in any material way with [the Interconnection] Agreement.” Further, as stated in Section 2(h) of Appendix C, if the Connecting Transmission Owner or Developer becomes aware of a conflict, they will discuss “what, if any, amendment of the Additional Agreement would be appropriate under the circumstances.”

II. Request for CEII Treatment

Pursuant to the Commission’s regulations at 18 C.F.R. § 388.112 and 18 C.F.R. § 388.113, Con Edison requests that the one-line diagrams included as Figures A-1 and A-2 in Appendix A of the Interconnection Agreement be protected from disclosure as Critical Energy Infrastructure Information (“CEII”).¹⁰ The diagrams contain detailed, one-line schematics of transmission lines, the Cricket Valley Substation, and generation facilities that, if disclosed,

⁹ See, e.g., *New York Independent System Operator, Inc.*, Letter Order, Docket No. ER11-2199-000 (December 28, 2010) (accepting revision to Article 29.6 that addressed requirements for Additional Agreements in Appendix C of the Interconnection Agreement).

¹⁰ On November 17, 2016, the Commission issued Order No. 833 to implement provisions of the Fixing America’s Surface Transportation Act that pertain to the designation, protection and sharing of Critical Electric Infrastructure Information. See *Regulations Implementing FAST Act Section 61003 - Critical Electric Infrastructure Information; Availability of Certain North American Electric Reliability Corporation Databases to the Commission*, Order No. 833, 157 FERC ¶ 61,123 (2016). The amended procedures - referred to as the Critical Energy/Electric Infrastructure Information (CEII) procedures - will become effective after the date of this filing. Consistent with the current procedures concerning critical energy infrastructure information in § 388.112(b) and the new CEII procedures in § 388.113(d), Con Edison has described in the filing letter how the one-line diagrams in Figures A-1 and A-2 satisfy the definition of critical energy infrastructure information, which will be a subset of the new term critical electric infrastructure information as defined in new § 388.113(c)(1). In addition, consistent with the current and new procedures, the cover page of the filing letter and the relevant pages of the Interconnection Agreement that contain critical energy infrastructure information are labelled as including CEII and marked DO NOT RELEASE, and a Public and a CEII version of the Interconnection Agreement are being filed with this letter. To the extent the Commission were to apply the requirements in new § 388.113(d)(1)(i) to this filing, Con Edison requests that the Commission designate the CEII material submitted on December 1, 2016, with the full five-year CEII designation provided for in new § 388.113(e)(1) as the information provided in the one-line diagrams will continue to satisfy the definition of critical energy infrastructure information for this entire period.

could pose a threat to the security and the reliability of the New York State bulk power system. The diagrams provide more than simply the general location of critical infrastructure. Unlike publicly available maps of power transmission lines and generation and substation facilities, the schematics show the exact nature and specific location of facilities and transmission lines used to maintain the reliability of the New York State bulk power system.

The diagrams, in Con Edison's assessment, reveal such critical information related to the facilities and transmission depicted therein that, if disclosed, could be useful to a person seeking to disable the power grid. Therefore, the disclosure of these CEII diagrams would pose a threat to the reliability of the New York State bulk power system and the health and safety of New York residents. Moreover, the information revealed in this schematic reveals CEII, which the Commission has determined to be exempt from mandatory disclosure under 5 U.S.C. § 552(b)(7)(F). The diagrams have been omitted from the Public version of the Interconnection Agreement included in this filing. The diagrams are included only in the CEII version of the Interconnection Agreement in the filing.

All communications related to this request for CEII treatment should be addressed to the following:

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

The Joint Filing Parties request an effective date of November 16, 2016, for the Interconnection Agreement, which is the date of its execution. The Joint Filing Parties respectfully request that the Commission waive its prior notice requirement to permit the

requested effective date. The Commission has previously permitted interconnection agreements to become effective upon the date of execution.¹¹

IV. Communications and Correspondence

Communications regarding this filing should be directed to:

For the NYISO¹²

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¹¹ See, e.g., *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Docket No. ER11-2953-000 (April 7, 2011) (accepting interconnection agreement effective as of date of execution); see also *New York Independent System Operator, Inc. and Niagara Mohawk Power Corp., Letter Order*, Docket No. ER08-985-000 (June 26, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority, Letter Order*, Docket No. ER08-861-000 (May 27, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority, Letter Order*, Docket No. ER08-699-000 (May 16, 2008) (same).

¹² The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2014) to permit service on counsel in both Washington, D.C. and Richmond, VA.

Honorable Kimberly D. Bose
December 1, 2016
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V. Documents Submitted

The NYISO submits the following documents with this filing letter:

- a clean Public version of the Interconnection Agreement (Attachment I);
- a blacklined Public version of the Interconnection Agreement showing the changes from the body of the Pro Forma LGIA (Attachment II);
- a clean CEII version of the Interconnection Agreement (Attachment III); and
- the signature page for the Interconnection Agreement (Attachment IV).

VI. Service

The NYISO will send an electronic link to this filing to the official representative of each of its customers, to each participant on its stakeholder committees, to the New York Public Service Commission, and to the New Jersey Board of Public Utilities. In addition, a complete copy of the Public documents included with this filing will be posted on the NYISO's website at www.nyiso.com.

VII. Conclusion

Wherefore, the Joint Filing Parties respectfully request that the Commission accept the Interconnection Agreement for filing with an effective date of November 16, 2016.

Respectfully submitted,

/s/ Sara B. Keegan

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Counsel for the
New York Independent System Operator, Inc.

/s/ Paul Savage

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