

May 20, 2015

By Electronic Delivery

**CONTAINS CRITICAL ENERGY
INFRASTRUCTURE INFORMATION**

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

Re: Filing of Executed Non-Conforming Interconnection Facilities Study Agreements,
and Request for Critical Energy Infrastructure Information Designation, Docket
No. ER15-____-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") hereby tenders for filing eight (8) executed non-conforming Interconnection Facilities Study Agreements for certain projects entering the NYISO's Class Year 2015 Interconnection Facilities Study ("Non-Conforming Agreements").³ The Non-Conforming Agreements incorporate revisions to the NYISO's *pro forma* Interconnection Facilities Study Agreement that are necessary in light of the unique status of the subject Class Year 2015 projects described below. The NYISO respectfully requests that the Commission accept these agreements and grant a waiver of its 60-day notice period to make the agreements effective as of the execution date of each agreement.

I. Background

The NYISO's interconnection procedures are contained in Attachments S, X and Z to the OATT. Attachments X and Z contain the procedures for processing FERC-jurisdictional interconnections of Large Facilities (Large Generating Facilities and Merchant Transmission Facilities) and Small Generating Facilities, respectively. Attachments X and Z provide for three successive Interconnection Studies for each proposed project. These studies analyze proposed projects in varying levels of detail. The first study is the Interconnection Feasibility Study, which is a high level evaluation of the project's configuration and local system impacts.⁴ The

¹ 16 U.S.C. § 824d (2014).

² 18 C.F.R. § 35.12 (2014).

³ Capitalized terms not otherwise defined in this letter have the meaning set forth in Attachments S and X of the NYISO's Open Access Transmission Tariff ("OATT").

⁴ See Attachment X, Section 30.6.

second study – the Interconnection System Reliability Impact Study (for Large Facilities) or the Interconnection System Impact Study (for Small Generating Facilities) – is a detailed single-project study that evaluates the project’s impact on transfer capability and system reliability.⁵ The final study in the interconnection process is the Interconnection Facilities Study. For Large Facilities and Small Generating Facilities that are subject to Attachment S, this study is known as the Class Year Study, and is described primarily in Attachment S to the OATT.^{6,7}

The Class Year Study is a detailed study that evaluates the cumulative impact of a group of projects that have completed similar milestones, as applicable – a “Class Year” of projects. The Class Year Study identifies and cost allocates the System Upgrade Facilities required for a project to reliably interconnect to the system and thereby provide Energy Resource Interconnection Service (“ERIS”).⁸ For those Class Year projects that elect Capacity Resource Interconnection Service (“CRIS”),⁹ Attachment S also provides for the evaluation of a project’s Deliverability and the identification and cost allocation of System Deliverability Upgrades required for a project’s proposed capacity to be fully deliverable. As specifically contemplated by Attachment S, an existing or proposed project may enter a Class Year Study to be evaluated only for Deliverability (*i.e.*, “CRIS-only”) under several scenarios. The scenarios include the following:

- 1) **ERIS Only, Requesting CRIS:** An existing facility previously evaluated in a Class Year Study that interconnected for ERIS only,¹⁰ may enter a Class Year Study to be evaluated for CRIS.
- 2) **Increased CRIS:** An existing or proposed facility with an established CRIS value may wish to enter a Class Year Study to be evaluated for increased CRIS.¹¹

⁵ See Attachment X, Section 30.7.

⁶ See Attachment X, Section 30.8; Attachment Z, Sections 32.1.1.7 and 32.3.5.3.2; Attachment S, Section 25.1.1.

⁷ Attachment X details the obligations related to execution of a Class Year Study Agreement and provides a high level scope of the Class Year Study and Class Year Study procedures. Attachment X incorporates by reference the terms of Attachment S, which provide more detailed Class Year Study procedures.

⁸ ERIS is basic interconnection service that allows a Developer to interconnect its facility to the New York State Transmission System or Distribution System in accordance with the NYISO Minimum Interconnection Standard to enable the New York State Transmission System or Distribution System to receive electric energy from the facility.

⁹ CRIS is interconnection service that allows a Developer to interconnect its facility to the New York State Transmission System or Distribution System in accordance with the NYISO Deliverability Interconnection Standard, which allows participation in the NYISO’s Installed Capacity market to the extent of the facility’s deliverable capacity.

¹⁰ This is permitted by Section 25.8.2.3 of Attachment S and would include: (i) facilities that were only evaluated for ERIS in a prior Class Year Study; (ii) facilities that were evaluated for ERIS and CRIS in a prior Class Year Study but that rejected System Upgrade Deliverability costs for CRIS; and (iii) facilities that received previously obtained CRIS, but that lost their CRIS rights under Section 25.9.3.1 of Attachment S.

- 3) **Deliverability Retest:** An existing or proposed facility with an established CRIS value that posted Security for a Highway System Deliverability Upgrade in a prior Class Year, may, prior to the commencement of construction of such upgrade, enter a subsequent Class Year Study to be re-tested for Deliverability.¹²
- 4) **Different Location CRIS Transfer:** A facility requesting a transfer of CRIS on a bilateral basis from an existing facility may have such request evaluated for Deliverability in a Class Year Study.¹³
- 5) **External CRIS Rights:** An entity requesting External CRIS Rights may request them in a Class Year Study.¹⁴

For the first time, the NYISO's Class Year Study includes projects that wish to enter the Class Year Study only to be evaluated for CRIS, under certain of the scenarios outlined above. While a request to be evaluated for External CRIS Rights is already addressed by a *pro forma* request form and study agreement in Attachment X, the other "CRIS-only" projects are required to execute the *pro forma* Interconnection Facilities Study Agreement in Attachment X. That *pro forma* agreement, however, includes the following terms that are inapplicable to CRIS-only requests and that, if not revised, would require evaluations to be performed for CRIS-only requests that are not contemplated under the tariff:

- that the CRIS-only Class Year member is currently in the NYISO's interconnection queue;
- that the CRIS-only Class Year member is proposing to develop a facility – *i.e.*, that the facility is not yet interconnected;
- that the CRIS-only Class Year member is requesting that the NYISO perform a full Interconnection Facilities Study, including the identification of and cost estimates for equipment, engineering, procurement and construction work needed to reliability interconnect the facility; and
- that the Class Year Study will address short circuit, instability, and power flow issues for the CRIS-only Class Year member.

¹¹ This is permitted by Section 30.3.2.6 of Attachment X and Section 32.4.10.1 of Attachment Z.

¹² This is permitted by Section 25.7.12.4 of Attachment S.

¹³ This is permitted by Section 25.9.5 of Attachment S.

¹⁴ This is permitted by Section 25.7.11 of Attachment S.

In light of the unique posture of the CRIS-only requests in the Class Year Study, the above-referenced language in the *pro forma* Interconnection Facilities Study Agreement requires modification. The NYISO therefore proposed, and each of the CRIS-only Class Year members agreed to, the limited revisions to the *pro forma* Interconnection Facilities Study Agreement described below.¹⁵

II. Discussion of Changes

The blacklined Non-Conforming Agreements attached to this filing show all of the changes that were made to the currently effective *pro forma* Interconnection Facilities Agreement for the requests for a CRIS-only evaluation in Class Year 2015. This section summarizes the modifications made to the *pro forma* Interconnection Facilities Study Agreement for the four (4) types of Non-Conforming Agreements filed herewith. The NYISO respectfully requests that the Commission accept the Non-Conforming Agreements.¹⁶

A. ERIS Only, Requesting CRIS

One (1) Non-Conforming Agreement falls into this category – the agreement entered into by Marble River, LLC for the existing Marble River wind facility. The following modifications were made to the *pro forma* agreement to reflect that this facility already exists and is In-Service and that the Developer is only requesting an evaluation of CRIS in the Class Year Deliverability Study:

- Changes to the “whereas” clauses to indicate the facility is existing and already interconnected;
- Deletion of the “whereas” clause referencing a completed Interconnection System Reliability Impact Study, which is not a Class Year Study prerequisite for a CRIS only request to be evaluated in a Class Year Study;
- Changes to the last “whereas” clause and to Section 2.0 to indicate that the Developer is not requesting a full Interconnection Facilities Study be performed,

¹⁵ Class Year 2015 includes a request for External CRIS Rights; however, as noted above, the tariff already provides for a *pro forma* Facilities Study Agreement for External CRIS Rights. As a result, a non-conforming agreement was not required for that Class Year request. See Appendix 4-A to Attachment X.

¹⁶ While they appear in redline, the following language in the Non-Conforming Agreements is not language the NYISO considers to be non-conforming: (1) edits to the Section references in Sections 6.4 and 6.5 to clarify that these are references to sections in the agreement itself and not references to the body of Attachment X, which is Section 30 of the OATT; and (2) additional details regarding study work that may be performed by the Transmission Owner and rates for such work, as referenced in Attachment A and Exhibit 1 to Attachment A. This language is incorporated into all of the 2015 Class Year Facilities Study Agreements – not just these non-conforming agreements.

but rather is only requesting the evaluation required for the facility to obtain CRIS pursuant to Section 25.8.2.3 of Attachment S of the OATT;

- Changes to Section 4.0 of the agreement to indicate the limited scope of the study to be performed, specifically, whether System Deliverability Upgrades are required for the facility to be fully deliverable at its requested level of CRIS and, if required, a description and estimated cost of any such System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S; and
- Changes to Section 6.5 to remove the reference to withdrawal of the Developer's Interconnection Request since the agreement concerns an existing facility and the Developer does not have an active queue position.

B. Increased CRIS

Five (5) of the Non-Conforming Agreements fall into this category. Specifically, this category includes the Non-Conforming Agreements entered into by:

- Astoria Energy, LLC for the existing Astoria Energy CC1 and CC2;
- NRG Energy, Inc. for the existing Bowline 2 facility;
- Consolidated Edison Company of New York, Inc. for the existing East River 1 and East River 2 facilities; and
- East Coast Power, LLC for the existing Linden Cogeneration facility.

The following modifications were made to the *pro forma* agreement to reflect that these facilities already exist and are In-Service and that they are only requesting an evaluation of an incremental increase in CRIS in the Class Year Deliverability Study:

- Changes to the "whereas" clauses to indicate the facility is existing and already interconnected;
- Deletion of the "whereas" clause referencing a completed Interconnection System Reliability Impact Study, which is not a Class Year Study prerequisite for an increased CRIS request to be evaluated in a Class Year Study;
- Changes to the last "whereas" clause and to Section 2.0 to indicate that the Developer is not requesting a full Interconnection Facilities Study be performed, but rather is only requesting the evaluation required for the facility to obtain

increased CRIS pursuant to Section 30.3.2.6 and 30.8 of Attachment X of the OATT;

- Changes to Section 4.0 of the agreement to indicate the limited scope of the study to be performed, specifically, whether System Deliverability Upgrades are required for the facility to be fully deliverable at its requested level of CRIS and, if required, a description and estimated cost of any such System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S; and
- Changes to Section 6.5 to remove the reference to withdrawal of the Developer's Interconnection Request since the agreement concerns an existing facility and the Developer does not have an active queue position.

C. Deliverability Retest

1. Existing Facility, In-Service, with Existing CRIS

One (1) Non-Conforming Agreement falls into this category – the agreement entered into by Stony Creek Energy, LLC for the existing Orangeville wind facility. The following modifications were made to the *pro forma* agreement to reflect that this facility already exists and is In-Service and that the Developer is only requesting an evaluation of CRIS in the Class Year Deliverability Study:

- Changes to the “whereas” clauses to indicate the facility is existing and already interconnected;
- Deletion of the “whereas” clause referencing a completed Interconnection System Reliability Impact Study, which is not a Class Year Study prerequisite for a CRIS only request to be evaluated in a Class Year Study;
- Changes to the last “whereas” clause and to Section 2.0 to indicate that the Developer is not requesting a full Interconnection Facilities Study be performed, but rather is only requesting the evaluation required for the facility to be retested for Deliverability pursuant to Section 25.7.12.4 of Attachment S of the OATT;
- Changes to Section 4.0 of the agreement to indicate the limited scope of the study to be performed, specifically, whether System Deliverability Upgrades are required for the facility to be fully deliverable at its requested level of CRIS and, if required, a description and estimated cost of any such System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S; and

- Changes to Section 6.5 to remove the reference to withdrawal of the Developer's Interconnection Request since the agreement concerns an existing facility and the Developer does not have an active queue position.

2. Increased CRIS – Facility with CRIS Rights But Not Yet In-Service

One (1) Non-Conforming Agreement falls into this category – the agreement entered into by CPV Valley, LLC for the proposed CPV Valley facility. The following modifications were made to the *pro forma* agreement to reflect that this facility has completed the interconnection process but is not yet In-Service and that the Developer is only requesting an evaluation of CRIS in the Class Year Deliverability Study:

- Changes to the “whereas” clauses and to Section 2.0 to indicate the facility is a proposed new facility requesting only the evaluation required for the facility to be retested for Deliverability pursuant to Section 25.7.12.4 of Attachment S of the OATT;
- Deletion of the “whereas” clause referencing a completed Interconnection System Reliability Impact Study, which is not a Class Year Study prerequisite for a CRIS only request to be evaluated in a Class Year Study;
- Changes to Section 4.0 of the agreement to indicate the limited scope of the study to be performed, specifically, whether System Deliverability Upgrades are required for the facility to be fully deliverable at its requested level of CRIS and, if required, a description and estimated cost of any such System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S; and
- Changes to Section 6.5 to remove the reference to withdrawal of the Developer's Interconnection Request since the facility has already completed the interconnection process (although it retains Queue No. 251 until it goes In-Service).

III. Request for CEII Treatment

Pursuant to the Commission's regulations at 18 C.F.R. §388.112 and 18 C.F.R. § 388.113, the NYISO requests protection for certain diagrams included in three (3) of the Non-Conforming Agreements – the agreement entered into by Marble River, LLC for the Marble River wind facility and the agreements entered into by Consolidated Edison Company of New York, Inc. for the East River 1 and East River 2 facilities. The NYISO requests that the designated diagrams be protected from disclosure as Critical Energy Infrastructure Information (“CEII”). These one-line diagrams are specifically identified as CEII in the three (3) agreements in which they appear. The diagrams are included only in the CEII versions of the agreements in

this filing. In the public versions of those agreements filed herewith, these diagrams have been redacted.

The diagrams for which CEII treatment is requested in this filing are not simplified one-line diagrams, but rather contain detailed schematics of substations, transmission lines and generation facilities that, if disclosed, could pose a threat to the security and the reliability of the New York State bulk power system. These diagrams provide more than simply the general location of critical infrastructure. Unlike publicly available maps of power transmission lines and generation and substation facilities, these 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. These diagrams reveal 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 this CEII diagram would pose a threat to the reliability of the New York State bulk power system and to the health and safety of New York residents.

IV. Documents Submitted

The NYISO submits the following documents:

- this filing letter;
- a cover page entitled “Non-conforming Interconnection Study Agreements” (“Attachment I”);¹⁷
- clean public versions of the eight (8) fully executed non-conforming Interconnection Facilities Study Agreements for Class Year 2015, three (3) of which have CEII diagrams that have been redacted from the public versions (“Attachment II”);
- blacklined public unexecuted versions¹⁸ of the eight (8) non-conforming Interconnection Facilities Study Agreements for Class Year 2015, showing changes from the *pro forma* Interconnection Facilities Study Agreement (“Attachment III”); and
- clean CEII versions of the three (3) fully executed non-conforming Interconnection Facilities Study Agreements for Class Year 2015 which contain CEII diagrams (“Attachment IV”).

¹⁷ In addition to filing the Non-Conforming Agreements, the NYISO is also filing, for administrative purposes only, a “cover page” entitled “Non-conforming Interconnection Study Agreements.” This page will serve to identify the database relationship of the agreements filed herewith within the new eTariff structure.

¹⁸ The Non-Conforming Agreements include the *pro forma* Attachment B – a data sheet that is completed by the Developer. For purposes of the blackline versions, the NYISO only blacklined the unexecuted versions for which Attachment B was not completed. The only non-conforming revisions were to the body of the agreements. No revisions were made to the *pro forma* Attachment B.

V. Proposed Effective Date and Request for Wavier of the 60-Day Notice Period

The NYISO requests an effective date for each of the Agreements, which is the date of its execution, as noted in the table below. For the cover page being filed for administrative purposes, NYISO requests an April 23, 2015 effective date, which corresponds to the earliest effective date of the Non-Conforming Agreements listed below.

Agreement	Execution Date – requested Effective Date
Cover page entitled, “Non-Conforming Interconnection Study Agreements”	April 23, 2015
Non-Conforming Agreement entered into by Marble River, LLC for the existing Marble River wind facility	April 28, 2015
Non-Conforming Agreement entered into by Astoria Energy, LLC for the existing Astoria Energy CC1 and CC2	May 6, 2015
Non-Conforming Agreement entered into by NRG Energy, Inc. for the existing Bowline 2 facility	April 23, 2015
Non-Conforming Agreement entered into by Consolidated Edison Company of New York, Inc. for the existing East River 1 facility	April 23, 2015
Non-Conforming Agreement entered into by Consolidated Edison Company of New York, Inc. for the existing East River 2 facility	April 23, 2015
Non-Conforming Agreement entered into by East Coast Power, LLC for the existing Linden Cogeneration facility	April 23, 2015
Non-Conforming Agreement entered into by Stony Creek Energy, LLC for the existing Orangeville wind facility	May 1, 2015
Non-Conforming Agreement entered into by CPV Valley, LLC for the proposed CPV Valley facility	April 23, 2015

The Commission has allowed interconnection agreements to become effective on the date of execution, even when that date precedes the date that an interconnection agreement is filed.¹⁹ Accordingly, the NYISO requests that the Commission grant a waiver of its prior notice requirements to the extent necessary to accommodate this requested effective date.

¹⁹ 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).

VI. Communications and Correspondence

Communications regarding this filing should be directed to:

For the NYISO

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VII. 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 this filing will be posted on the NYISO's website at www.nyiso.com.

VIII. Conclusion

Wherefore, the NYISO respectfully requests that the Commission accept the Non-Conforming Agreements effective as of the execution date of each.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan
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