

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: SA CRIS Only Marble River

Tariff Record Title: CRIS Only CY2015 FSA Marble River

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 166

Tariff Record Collation Value: 1500100

Tariff Record Parent Identifier: 164

Proposed Date: 4/28/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

MARBLE RIVER CRIS REQUEST

THIS AGREEMENT is made and entered into this 28th day of April, 2015 by and among Marble River, LLC, a limited liability company organized and existing under the laws of the State of Delaware, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and New York Power Authority a corporate municipal instrumentality organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer's Large Facility is Commercial Operation with only Energy Resource Interconnection Service; and

WHEREAS, the Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain Capacity Resource Interconnection Service pursuant to Section 25.8.2.3 of Attachment S of the NYISO's Open Access Transmission Tariff ("OATT").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Section 25.7.7 of Attachment S of the OATT and Section 30.8.0 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT (hereinafter referred to as "the Interconnection Facilities Study"). The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the

extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor

consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 Third-Party Beneficiaries. Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed approved by the NYISO Operating Committee. Developer or NYISO may terminate this Agreement upon withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right

to insist or rely on any such provision, rights and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: 
Henry Chang

Title: VP, System & Resource Planning

Date: 3/20/2015

New York Power Authority

By: _____

Title: _____

Date: _____

Marble River, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York Power Authority

By: Andrew C. Sumner, PE

Title: VP-Project Management

Date: APRIL 13, 2015

Marble River, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York Power Authority

By: _____

Title: _____

Date: _____

Marble River, LLC

By: 
Brian Hayes

Title: Executive Vice President,
Asset Operations

Date: 4/2/2015

15

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
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Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
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Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: _____

CRIS: 215.25

Additional Information:

Nameplate MW: 215.25

Nameplate MVA: 233

MW vs temp curves, summer/winter ERIS numbers, aux load, etc

-
-
-
3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:
One
 4. On the one line indicate the generation capacity attached at each metering location.
(Maximum load on CT/PT) $70 \times 3.075 \text{ MW} = 215.25 \text{ MW}$
 5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps n/a
 6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
X Yes _____ No

7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes X No
(Please indicate on one line diagram).

8. What type of control system or PLC will be located at the Developer's Large Facility?
Vestas SCADA

9. What protocol does the control system or PLC use?

Vestas Proprietary

10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

see attachment 2

11. Physical dimensions of the proposed interconnection station:

see attachment 2

12. Bus length from generation to interconnection station:

N/A ("across the fence")

13. Line length from interconnection station to Connecting Transmission Owner's transmission line.

Patnode is adjacent to interconnection

14. Tower number observed in the field. (Painted on tower leg)*:

N/A

15. Number of third party easements required for transmission lines*:

None

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

 Yes X No Local provider: NYSEG

Please provide proposed schedule dates:

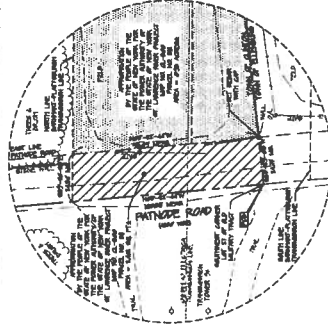
Begin Construction	Date: <u>n/a</u>
In-Service	Date: <u>n/a</u>
Generation Testing	Date: <u>n/a</u>
Commercial Operation	Date: <u>November 12, 2012</u>

This page contains Critical Energy Infrastructure Information "CEII"
and has been removed from the public version

This page contains Critical Energy Infrastructure Information "CEII"
and has been removed from the public version

1) SEE SHEET 413F FOR NOTES, LEGAL DESCRIPTION & CERTIFICATIONS

NOTES



DETAIL 1

NYPA PARCEL NOTES

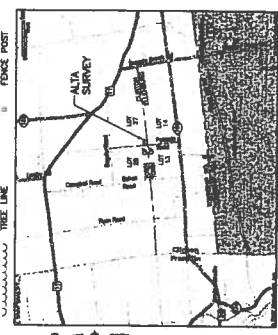
- THE HORIZONTAL DATUM SHOWN HEREIN IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, LANT ZONE, NORTH DATUM OF 1883 (NAD 83). THROUGH TIES TO THE ADJACENT PARCELS, THE HORIZONTAL DATUM IS ESTABLISHED BY USING PROCEDURES NECESSARY TO ACHIEVE A CIRCULAR PROPORTIONAL CONFORMANCE LEVEL.
- ALL COORDINATES SHOWN HEREIN ARE GRID VALUES. ALL DISTANCES SHOWN HEREIN ARE GRID DISTANCES. THE HORIZONTAL DATUM IS ESTABLISHED BY USING PROCEDURES NECESSARY TO ACHIEVE A CIRCULAR PROPORTIONAL CONFORMANCE LEVEL.
- THE HORIZONTAL DATUM SHOWN HEREIN IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, LANT ZONE, NORTH DATUM OF 1883 (NAD 83). THROUGH TIES TO THE ADJACENT PARCELS, THE HORIZONTAL DATUM IS ESTABLISHED BY USING PROCEDURES NECESSARY TO ACHIEVE A CIRCULAR PROPORTIONAL CONFORMANCE LEVEL.

ABBREVIATIONS

- NORTH
SOUTH
EAST
WEST
PROPERTY LINE
MEASURED
TYPICAL
UTILITY POLE
ON LINE
- LEGEND
PROPERTY LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY LINE
FENCE LINE
STONE WALL
TREE LINE
BUSH
DATE
UTILITY POLE
SWAMP
FENCE POST

LEGEND

- PROPERTY LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY LINE
FENCE LINE
STONE WALL
TREE LINE
BUSH
DATE
UTILITY POLE
SWAMP
FENCE POST



SITE VICINITY MAP

NOT TO SCALE

AS-BUILT SUBSTATION
ALTA/ACSM
LAND TITLE SURVEY

Scale: AS SHOWN Date: SEPT. 2013 DWG. 1 OF 4

POWER AUTHORITY OF
THE STATE OF NEW YORK
MAP NO. CC-413
PARCELS 413A, 413B, 413C, 413D,
413E, 413F & 413G

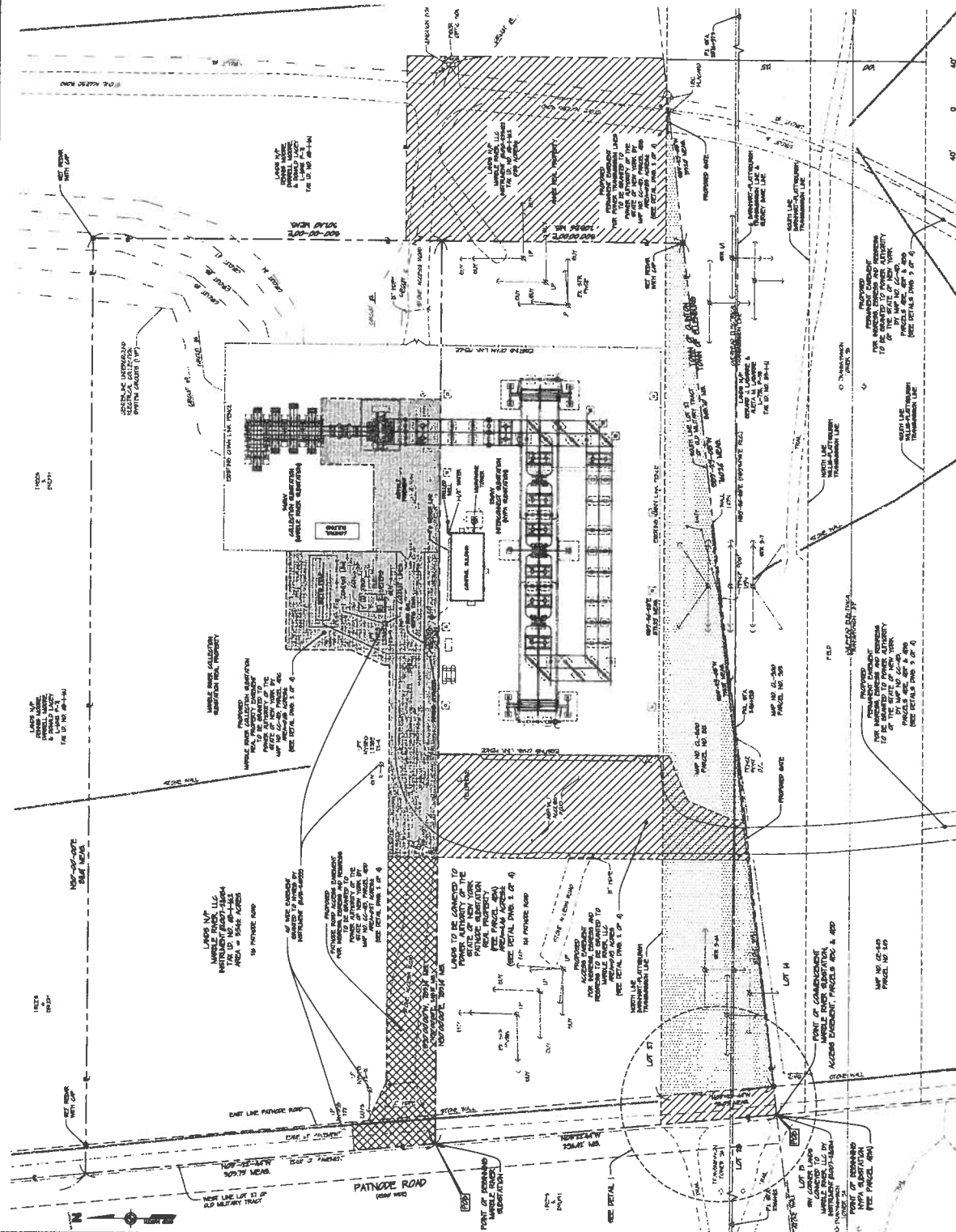
CLAYTON COUNTY
PART OF LOT 27, TOWNSHIP 8
MARBLE RIVER WIND
FARM PROJECT SURVEY
NEW YORK

DESIGNED BY: JAL
DRAWN BY: JAL
CHECKED BY: EEL
PROJ. ENGR. JAL

DBS Corporation
New York
77 RIVER ST., 10TH FLOOR
NEW YORK, NY 10038
JOB NO. 11176310

REVISIONS

NO.	DATE	DESCRIPTION
1	09/27/13	ISSUED FOR PERMIT
2	10/01/13	REVISED TO SHOW AS-BUILT
3	10/01/13	REVISED TO SHOW AS-BUILT
4	10/01/13	REVISED TO SHOW AS-BUILT
5	10/01/13	REVISED TO SHOW AS-BUILT
6	10/01/13	REVISED TO SHOW AS-BUILT
7	10/01/13	REVISED TO SHOW AS-BUILT
8	10/01/13	REVISED TO SHOW AS-BUILT
9	10/01/13	REVISED TO SHOW AS-BUILT
10	10/01/13	REVISED TO SHOW AS-BUILT



PATNODE SUBSTATION REAL PROPERTY (PROPOSED PARCEL 413A)

ALL THAT CERTAIN TRACT OR PARCELS OF LAND SITUATE in the Town of Clinton, County of Warren, State of New York, and being part of the real property of the Clinton County Electric Corporation, known as the "PATNODE SUBSTATION REAL PROPERTY", and being more particularly described as follows:

That certain parcel of land, known as Parcel 413A, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:

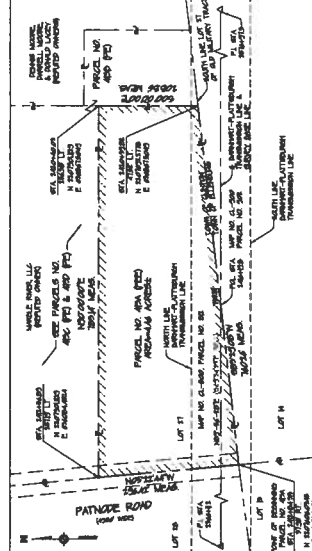
That certain parcel of land, known as Parcel 413A, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:

PROPOSED ACCESS EASEMENT AREA

According to the best of the knowledge and belief of the undersigned, the right of ingress and egress, and the right of use and enjoyment of the real property of the Clinton County Electric Corporation, known as the "PATNODE SUBSTATION REAL PROPERTY", and being more particularly described as follows:

That certain parcel of land, known as Parcel 413A, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:

That certain parcel of land, known as Parcel 413A, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:



PATNODE SUBSTATION REAL PROPERTY
PROPOSED PARCEL 413A

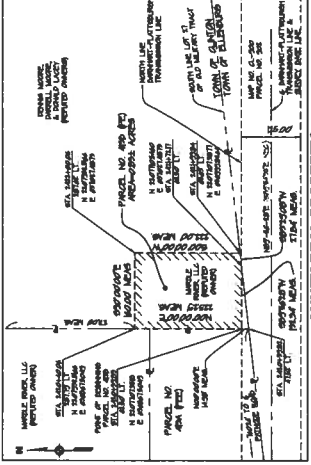
1"=100'

ANNEX REAL PROPERTY (PROPOSED PARCEL 413B)

ALL THAT CERTAIN TRACT OR PARCELS OF LAND SITUATE in the Town of Clinton, County of Warren, State of New York, and being part of the real property of the Clinton County Electric Corporation, known as the "ANNEX REAL PROPERTY", and being more particularly described as follows:

That certain parcel of land, known as Parcel 413B, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:

That certain parcel of land, known as Parcel 413B, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:



ANNEX REAL PROPERTY
PROPOSED PARCEL 413B

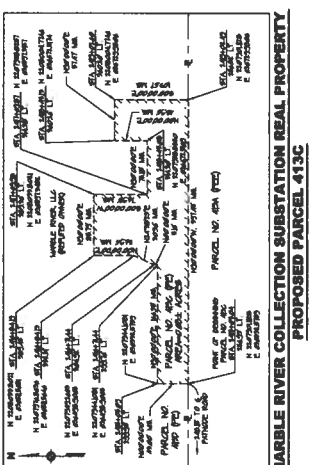
1"=100'

MARBLE RIVER COLLECTION SUBSTATION REAL PROPERTY (PROPOSED PARCEL 413C)

ALL THAT CERTAIN TRACT OR PARCELS OF LAND SITUATE in the Town of Clinton, County of Warren, State of New York, and being part of the real property of the Clinton County Electric Corporation, known as the "MARBLE RIVER COLLECTION SUBSTATION REAL PROPERTY", and being more particularly described as follows:

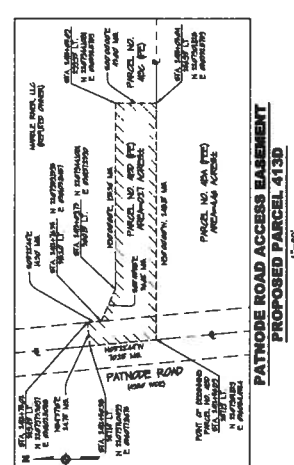
That certain parcel of land, known as Parcel 413C, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:

That certain parcel of land, known as Parcel 413C, a portion of the real property of the Clinton County Electric Corporation, and being more particularly described as follows:



MARBLE RIVER COLLECTION SUBSTATION REAL PROPERTY
PROPOSED PARCEL 413C

1"=100'



PATNODE ROAD ACCESS EASEMENT
PROPOSED PARCEL 413D

1"=100'

<p>CLINTON COUNTY PAID OFF OF 77.75% OF COUNTY TAXES</p>		<p>POWER AUTHORITY OF THE STATE OF NEW YORK MAP NO. CC-413 PARCELS 413A, 413B, 413C, 413D, 413E, 413F & 413G</p>		<p>AS-BUILT SUBSTATION ALTA/ACSM LAND TITLE SURVEY</p>		<p>Date: SEPT. 2013 DWG. 2 OF 4</p>	
<p>REVISIONS</p>		<p>NO. REV. DATE</p>		<p>NO. REV. DATE</p>		<p>NO. REV. DATE</p>	
<p>DESIGNED BY: JAE</p>		<p>DRAWN BY: JAE</p>		<p>CHECKED BY: JAE</p>		<p>PROJ. ENG. JAE</p>	
<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>	

<p>URS Corporation New York 77 Gould Street, Buffalo, New York 14203 (716) 855-5555 • (716) 855-5555</p>		<p>JOB NO. 11176310</p>	
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<p>CLINTON COUNTY PAID OFF OF 77.75% OF COUNTY TAXES</p>		<p>POWER AUTHORITY OF THE STATE OF NEW YORK MAP NO. CC-413 PARCELS 413A, 413B, 413C, 413D, 413E, 413F & 413G</p>		<p>AS-BUILT SUBSTATION ALTA/ACSM LAND TITLE SURVEY</p>		<p>Date: SEPT. 2013 DWG. 2 OF 4</p>	
<p>REVISIONS</p>		<p>NO. REV. DATE</p>		<p>NO. REV. DATE</p>		<p>NO. REV. DATE</p>	
<p>DESIGNED BY: JAE</p>		<p>DRAWN BY: JAE</p>		<p>CHECKED BY: JAE</p>		<p>PROJ. ENG. JAE</p>	
<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>	

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<p>DESIGNED BY: JAE</p>		<p>DRAWN BY: JAE</p>		<p>CHECKED BY: JAE</p>		<p>PROJ. ENG. JAE</p>	
<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>		<p>RESURVEY</p>	

[illegible]

- 1) Appropriation by the Power Authority of the State of New York dated October 18, 1956 and amended December 11, 1956 to the Children's Center office in Book 373 at Page 485.
- 2) Payment against the power transmission lines granted to the Power Authority of the State of New York by Map No. C-4-6000 Parcel 811.
- 3) Payment amount granted to New York State Electric & Gas Corporation in Instrument 62013-245999.

1) New York State Electric & Gas
P.O. Box 5240
Binghamton, New York 13902-5240
(518) 564-9846

1) Time Warner Cable
6003 Third Lakes Road
East Syracuse, New York 13057
(518) 766-5209

1) Verizon
40 West Street
New York, New York 10007
(518) 471-2142

TO: MARBLE RIVER LLC, A DELAWARE LIMITED LIABILITY COMPANY,
A LIMITED LIABILITY COMPANY, STEWART TITLE INSURANCE COMPANY, A NEW YORK
YORK CORPORATION, STATE AUTHORITY OF THE STATE OF NEW YORK
AND STEWART TITLE GUARANTEE COMPANY, A TEXAS CORPORATION

THIS IS TO CERTIFY THAT THE MAP OR PLAN AND THE SURVEY ON
WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH APPLICABLE
STANDARD SURVEYING INSTRUMENTS FOR ALTA/ACSM LAND TITLE
SURVEYS, PARTLY FURNISHED AND ADOPTED BY ALTA, ACSM,
AND STEWART TITLE INSURANCE COMPANY, INC., N.Y.C. N.Y.
AND IS OF TALENTED PROFESSIONAL TO THE ACCURACY
AND IS THEREFORE FORWARDED TO THE ACCURACY
AND STANDARDS AS ADOPTED BY ALTA, NEW, AND ACSM AND IN EFFECT
THE DATED OF THIS CERTIFICATION, THE UNDERGROUND FURTHER
ON THE STATE OF NEW YORK, THE RELATIVE POSITIONAL ACCURACY OF
THE SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

REGISTRATION No. 24531
EXPIRATION: 1/28/2011

FLOOD PLAN INFORMATION FOR THIS PARCEL WAS OBTAINED FROM THE EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NUMBER 360103100 WITH AN EFFECTIVE DATE OF SEPTEMBER 18, 2007. MAP NUMBER 360103100 IS DESIGNATED AS "FANEL - NOT PRINTED" BECAUSE NO SPECIAL FLOOD HAZARD DATA AND AS SUCH NO PART OF THE PROPERTY COVERED BY THIS SURVEY IS WITHIN THE 100 YEAR FLOOD PLAIN.

2114 PATMOR ROAD - PARCEL 413A SUBSTATION PARCEL

[illegible]

CLINTON COUNTY
PART OF LOT 27, TOWNSHIP 6
OF OLD MILITARY TRACT
**MARBLE RIVER WIND
FARM PROJECT SURVEY**
TOWN OF CLINTON NEW YORK

**POWER AUTHORITY OF
THE STATE OF NEW YORK
MAP NO. CC-413
SHEETS 413A, 413B, 413C, 413D,
413E, 413F & 413G**

AS-BUILT SUBSTATION ALTA/ACSM LAND TITLE SURVEY	OWN	Date: SEPT. 2013	DWG. 4 OF 4

FERC rendition of the electronically filed tariff records in Docket No.

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Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Study Agreemetn FSA CPV

Tariff Record Title: CRIS Retest CY2015 FSA CPV

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 167

Tariff Record Collation Value: 1500200

Tariff Record Parent Identifier: 164

Proposed Date: 4/23/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

CPV VALLEY DELIVERABILITY RETEST

THIS AGREEMENT is made and entered into this 23rd day of April, 2015 by and among CPV Valley, LLC, a limited liability company organized and existing under the laws of the State of Delaware, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and New York Power Authority a corporate municipal instrumentality organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is proposing to develop a Large Generating Facility or Merchant Transmission Facility consistent with the Interconnection Request submitted by the Developer dated July 5, 2007; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to be retested for Deliverability pursuant to Section 25.7.12.4 of Attachment S of the NYISO's Open Access Transmission Tariff ("OATT").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Section 25.7.7 of Attachment S of the OATT and Section 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT (hereinafter referred to as "the Interconnection Facilities Study"). The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

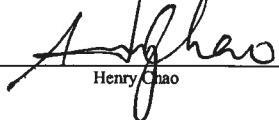
- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: 
Henry Chao

Title: VP, System & Resource Planning

Date: 3/20/2015

New York Power Authority

By: _____

Title: _____

Date: _____

CPV Valley, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

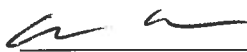
New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York Power Authority

By:  for A. Sumner

Title: Acting VP - Project Management

Date: 3/20/15

CPV Valley, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York Power Authority

By: _____

Title: _____

Date: _____

CPV Valley, LLC

By: _____


Title: Peter J. Podurgiel
Senior Vice President

Date: 3/26/15

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
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Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
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Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER
WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: Please see the attached "CPV Valley, LLC, Queue 251 CY'15 Data Submittal"

CRIS: 680 MW

Additional Information:

Nameplate MW: 820 MW

Nameplate MVA: 865 MVA

MW vs temp curves, summer/winter ERIS numbers, aux load, etc.
Please see the attached "CPV Valley, LLC, Queue 251 CY'15 Data Submittal"

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections: Three (3)
4. On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT) Please see the attached CPV Valley Energy Center One-Line
5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps Please see the attached CPV Valley Energy Center One-Line

6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
 Yes X No

7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes X No
(Please indicate on one line diagram).

8. What type of control system or PLC will be located at the Developer's Large Facility?
Distributed Control System (DCS)

9. What protocol does the control system or PLC use?
Ethernet or Modbus

10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Please see attached

11. Physical dimensions of the proposed interconnection station:
74' x 44'

12. Bus length from generation to interconnection station:
Approximately 4,300'

13. Line length from interconnection station to Connecting Transmission Owner's transmission line.
Approximately 75'

14. Tower number observed in the field. (Painted on tower leg)*:
33/33/1

15. Number of third party easements required for transmission lines*:
Two (2); Private landowner (secured), and NYSDOT Use & Occupancy (issued)

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

 Yes X No Local provider: Orange & Rockland

Please provide proposed schedule dates:

Begin Construction	Date: <u>Nov. 2015</u>
In-Service	Date: <u>Aug. 2016</u>
Generation Testing	Date: <u>Sept. 2017</u>
Commercial Operation	Date: <u>Oct. 2017</u>

1. Summer Peak conditions:

1.1 Max MW net capability for the facility is estimated as follows:

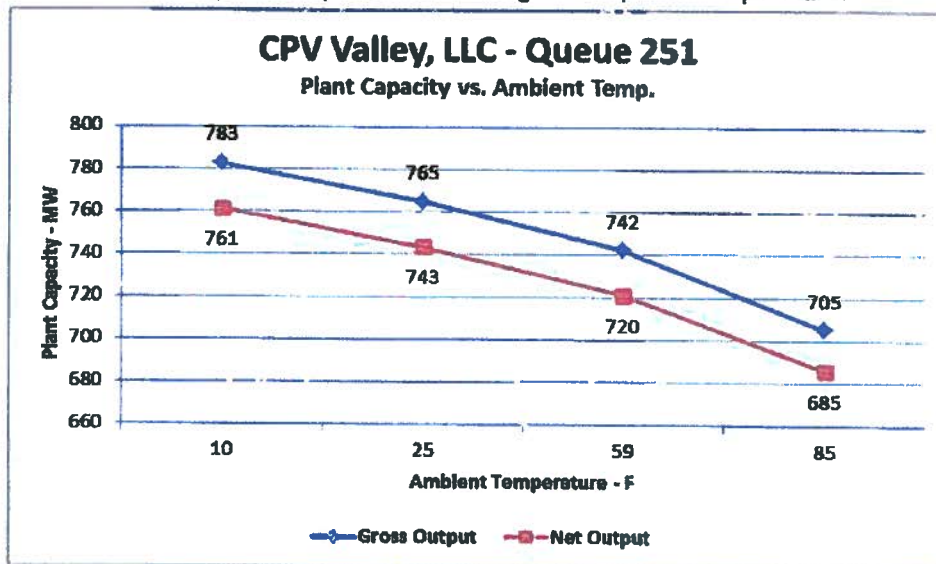
Psummer_max_gross @ 85°F = 705 MW @ 85°F

Paux_load = 20 MW

Psummer_max_net @ 85°F = 685 MW @ 85°F

1.2 Summer CRIS level = 680 MW

1.3 The following curve represents net and gross output vs temperature:

**2. Winter Peak Conditions**

Pwinter_max_gross @ 10°F = 783 MW @ 10°F

Paux_load = 22 MW

Pwinter_max_net @ 10°F = 761 MW @ 10°F

3. Nameplate Rating of each unit is as follows:

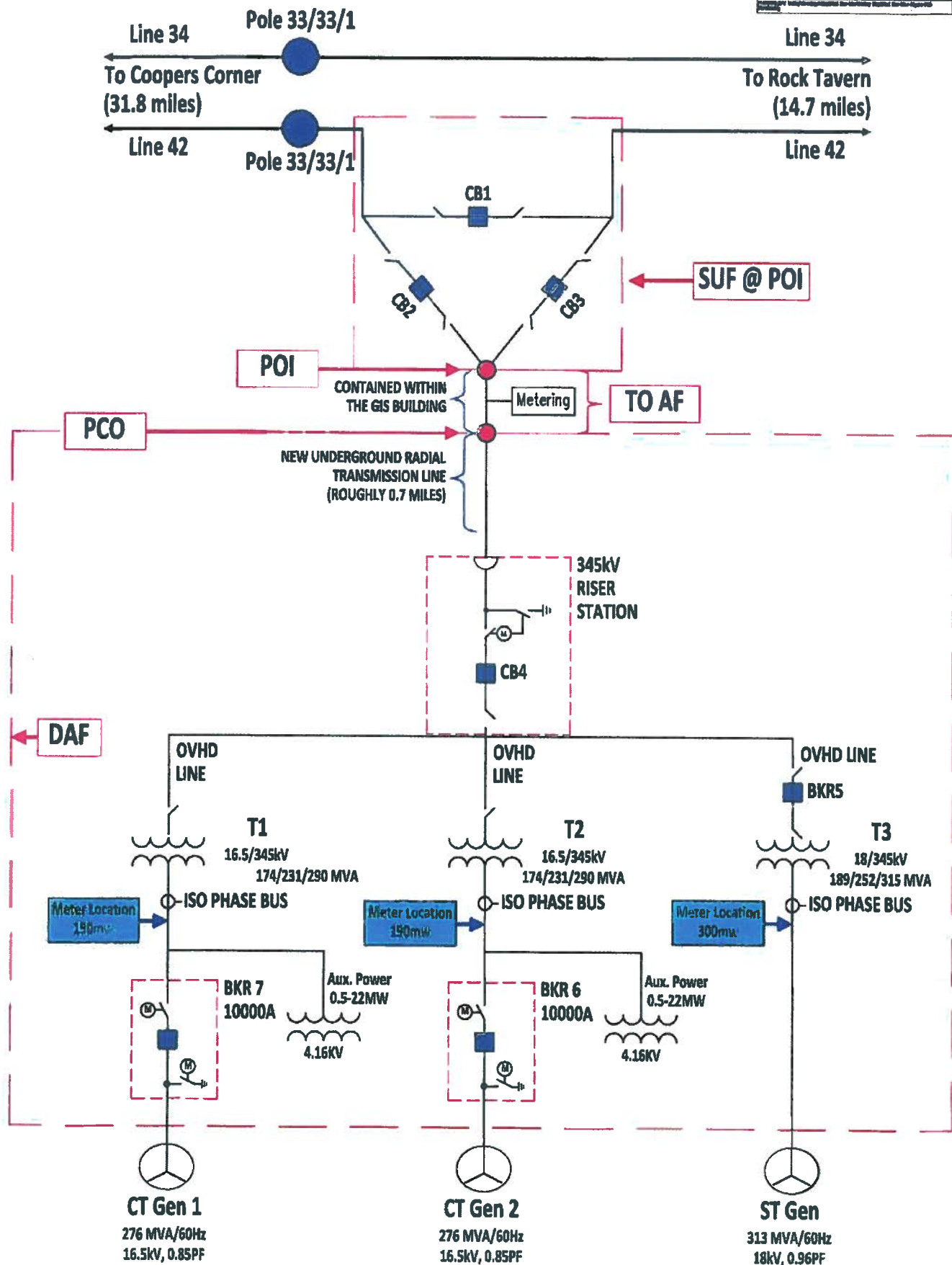
3.1.1 GTs = 235 MW

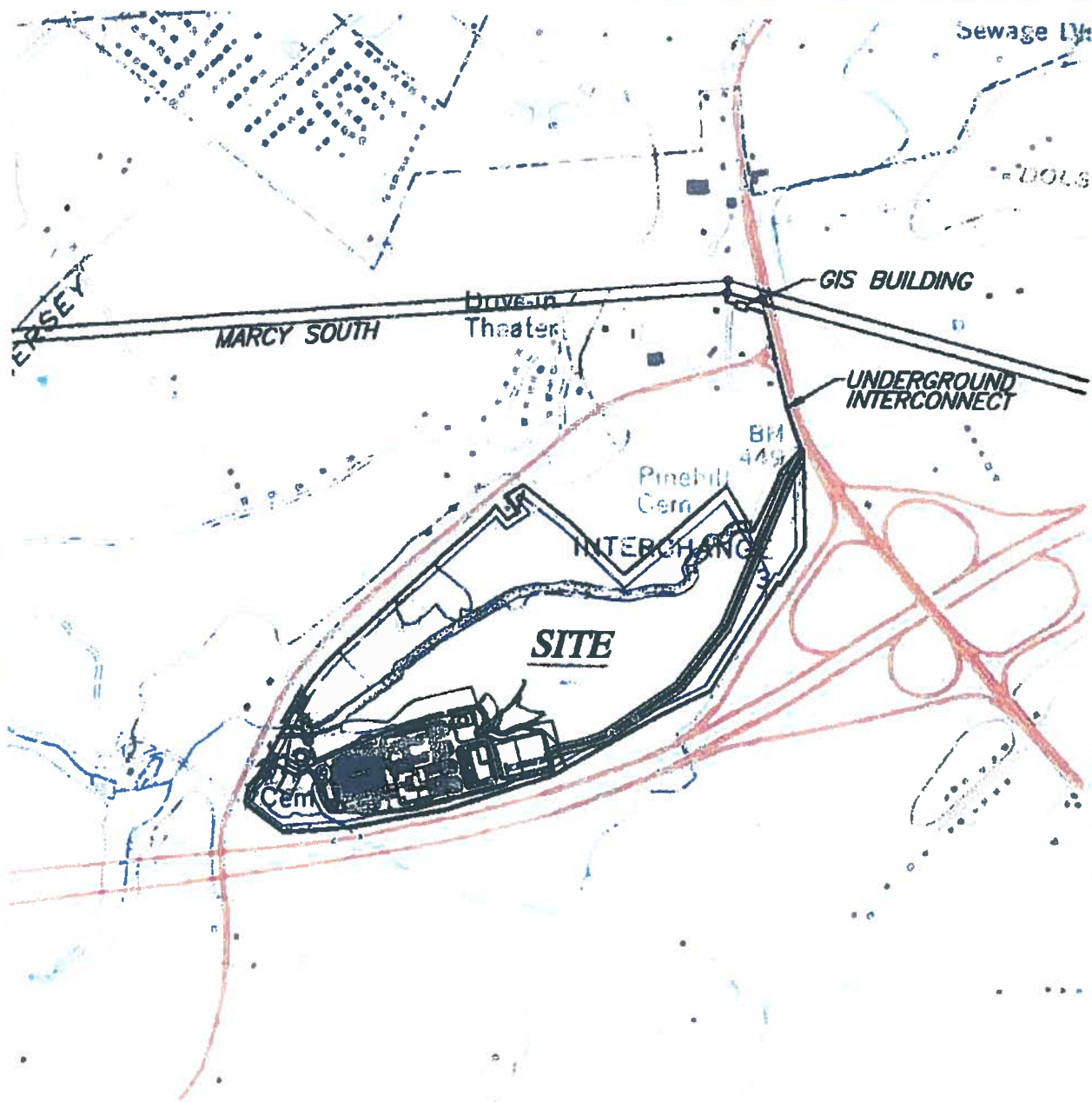
3.1.2 STG = 350 MW

CPV Valley Energy Center One-Line

Date: March 2015

Rev: 5 (FSA Version)





LOCATION MAP

SCALE: 1" = 1,000'



FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Study Agreement Stony Crk

Tariff Record Title: CRIS Retest CY2015 FSA Stony Creek

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 168

Tariff Record Collation Value: 1500300

Tariff Record Parent Identifier: 164

Proposed Date: 5/1/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

STONY CREEK WIND DELIVERABILITY RETEST

THIS AGREEMENT is made and entered into this 1st day of May, 2015 by and among Stony Creek Energy LLC, a limited liability company organized and existing under the laws of the State of Delaware, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and New York State Electric & Gas Corporation, a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to be retested for Deliverability pursuant to Section 25.7.12.4 of Attachment S of the NYISO's Open Access Transmission Tariff ("OATT").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Section 25.7.7 of Attachment S of the OATT and Section 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT (hereinafter referred to as "the Interconnection Facilities Study"). The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: 
Henry Chao

Title: VP, System & Resource Planning

Date: 3/25/2015

New York State Electric & Gas Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Stony Creek Energy LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York State Electric & Gas Corporation

By: Raymond P. Kinner

Title: Director - Transmission

Date: 4/30/15

By: James J. Lytle

Title: VP, Controller & Treasurer

Date: 4/23/15

Stony Creek Energy LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

New York State Electric & Gas Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Stony Creek Energy LLC

By: [Signature]

Title: VICE PRESIDENT

Date: 4-6-15



SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
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Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
--------------------------------------	----------------------------

Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: _____

CRIS: _____

Deliverability Retest
of Existing Large Facility
94.4 MW

Additional Information:

Nameplate MW: 94.4

Nameplate MVA: 104.9

MW vs temp curves, summer/winter ERIS numbers, aux load, etc N/A

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections: 1
4. On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT) See 1A one line
5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps See 1A one line
6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
X Yes _____ No See 1A one line

7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes X No
(Please indicate on one line diagram). See 1A one line
8. What type of control system or PLC will be located at the Developer's Large Facility?
GE WFMS (existing)
9. What protocol does the control system or PLC use?
GE
10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.
Existing project
11. Physical dimensions of the proposed interconnection station:
Existing station
12. Bus length from generation to interconnection station:
Existing
13. Line length from interconnection station to Connecting Transmission Owner's transmission line.
Existing
14. Tower number observed in the field. (Painted on tower leg)*:
15. Number of third party easements required for transmission lines*:

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

X Yes _____ No Local provider: NYSEG

Please provide proposed schedule dates: N/A Existing Large Facility

Begin Construction

Date: _____

In-Service

Date: _____

Generation Testing

Date: _____

Commercial Operation

Date: _____

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Studay Agrmnt Astra Enrgy

Tariff Record Title: Increased CRIS CY2015 FSA Astoria Energy

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 170

Tariff Record Collation Value: 1500400

Tariff Record Parent Identifier: 164

Proposed Date: 5/6/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

ASTORIA ENERGY INCREASED CRIS REQUEST

THIS AGREEMENT is made and entered into this 6th day of May, 2015 by and among Astoria Energy LLC, a limited liability company organized and existing under the laws of the State of Delaware, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and Consolidated Edison Company of New York, Inc. a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain additional Capacity Resource Interconnection Service pursuant to Section 30.3.2.6 of Attachment X of the NYISO's Open Access Transmission Tariff ("Standard Large Facility Interconnection Procedures").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Sections 30.3.2.6 and 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT. The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____

Henry Chao

Title: VP, System & Resource Planning

Date: _____

4/9/2015

Consolidated Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

Astoria Energy LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc.

By:  _____
Mr. J. J. Linn

Title: Acting Chief Engineer

Date: 4/17/15

Astoria Energy LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

Astoria Energy LLC

By: Charles R. McCall

Title: CEO

Date: 4-8-15

Charles R. McCall
CFO
4-8-2015

Charles R. McCall
Chief Executive Officer

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
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Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
--------------------------------------	----------------------------

Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

**DATA FORM TO BE PROVIDED BY DEVELOPER
WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT**

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

a. No modifications will be made to existing interconnect. See Attachment 1, Astoria 9T-0-10

2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: 5% increase to the current base ERIS level of the plant (i.e. max amount possible without having to undergo the interconnection study process)

CRIS: an increase in CRIS rights (MW for MW) that equates to a 5% increase to the current base ERIS level of the plant (note: current summer CRIS rights for the plant is 557.4 MW)

CM

CRIS: CCI 13.9 MW
CC2 13.9 MW
Total 27.8 MW

CU

Additional Information:

Nameplate MW: 632.6 @ 0.85 pf

Nameplate MVA: 744.2

MW vs temp curves, summer/winter ERIS numbers, aux load, etc

Current and future (post upgrade) MW vs Temp curves for the summer and winter are provided in Attachment 2.

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:

- a. Existing generators, PTID 323581 & 323582 have installed meters at the transmission owner (Con Edison) stations Astoria Energy East and Astoria Energy West on lines 34G03 and 34G04.
4. On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)
 - a. No modifications will be made to existing interconnect. See Attachment 3, Astoria East 120-0-127.
 - b. The metering locations are identified on 120-0-127 for feeders Astoria Energy 34G03 and 34G04. The meters are owned and maintained by Con Edison.
5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT) Amps
 - a. No modifications will be made to existing interconnect. See Attachment 3, Astoria East 120-0-127.
 - b. The metering locations are identified on 120-0-127 for feeders Astoria Energy 34G03 and 34G04. The meters are owned and maintained by Con Edison.
6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
☒ Yes ☐ No
7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? ☐ Yes ☒ No
(Please indicate on one line diagram).
 - a. No modifications will be made to existing interconnect. See Attachment 1, Astoria 9T-0-10, and Attachment 3, Astoria East 120-0-127.
8. What type of control system or PLC will be located at the Developer's Large Facility?
 - a. The facility utilizes three primary control systems.
 - i. GE network which utilizes the Mark VI control system for the 2 gas turbine generators. This system utilizes the EX2100 for excitation and LS2100 for Load Commutation to provide starting needs of the gas turbine generator. GE network is controlled via GE HMI Cimplicity 7.5 and universal GE toolbox.
 - ii. Alstom network is used for the operations and control of the Alstom steam turbine generator. This control system consists of proprietary 90-70 GE PLC branded for Alstom, supervised by an Alspa HMI system.

- iii. Emerson Ovation 3.2 network is used as the plant Balance of Plant Distributed Control System (DCS). This network is linked with the GE and Alstom networks for monitoring and control of the plant systems.

9. What protocol does the control system or PLC use?

- a. Astoria Energy LLC uses different communication methods and protocols across the facility including copper, fiber, routable and non-routable communication protocols.

10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

- a. See Attachment 4, Site Survey.

11. Physical dimensions of the proposed interconnection station:

- a. No new interconnection is required. See Attachment 4, Site Survey, for existing interconnection station dimensions.

12. Bus length from generation to interconnection station:

- a. Existing generator leads 34G03 and 34G04 will be used. See Attachment 5, 34G03 and 04 Feeder Map.

13. Line length from interconnection station to Connecting Transmission Owner's transmission line.

- a. Existing generator leads 34G03 and 34G04 will be used. See Attachment 5, 34G03 and 04 Feeder Map.

14. Tower number observed in the field. (Painted on tower leg)*:

- a. Existing generator leads 34G03 and 34G04 will be used. See Attachment 6, 138kV Transmission Line.

15. Number of third party easements required for transmission lines*:

- a. Existing generator loads and easements associated with 34G03 and 34G04 will be used. See Attachment 4, Site Survey

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

X Yes No Local provider: Consolidated Edison

Please provide proposed schedule dates:

Begin Construction Date: Oct 2016

In-Service Date: April 2017

Generation Testing Date: April 2017

Commercial Operation Date: May 1, 2017

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Study Agreement Bowline2

Tariff Record Title: Increased CRIS CY2015 FSA Bowline 2

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 171

Tariff Record Collation Value: 1500500

Tariff Record Parent Identifier: 164

Proposed Date: 4/23/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

BOWLINE 2 INCREASED CRIS REQUEST

THIS AGREEMENT is made and entered into this 23rd day of April, 2015 by and among NRG Energy, Inc., a corporation organized and existing under the laws of the State of Delaware, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and Consolidated Edison Company of New York, Inc. a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain additional Capacity Resource Interconnection Service pursuant to Section 30.3.2.6 of Attachment X of the NYISO's Open Access Transmission Tariff ("Standard Large Facility Interconnection Procedures").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Sections 30.3.2.6 and 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT. The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

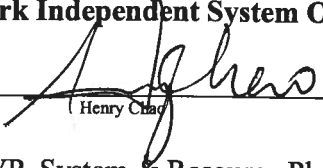
other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____


Henry Chang

Title: VP, System & Resource Planning

Date: _____

3/20/2015

Consolidated Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

NRG Energy, Inc.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.


New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc.

By:  _____
NM

Title: Acting Chief Engineer

Date: 4/17/15

NRG Energy, Inc.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidate Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

NRG Bowline LLC

By: Villiam Len Davis

Title: PRESIDENT,

Date: APRIL 8, 2015

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
-------	-----------------

Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
--------------------------------------	----------------------------

Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: NA

CRIS: 10 MW

Additional Information:

Nameplate MW: 621 MW per Gold Book

Nameplate MVA:

Note: No changes are being made to any of the already connected electrical equipment of the facility. All electrical equipment and characteristics will remain as already interconnected and of file with the NYISO as per conversation between Kelli Joseph of NRG and Steve Corey of NYISO.

MW vs temp curves, summer/winter ERIS numbers, aux load, etc

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:
4. On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps
6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____ Yes _____ No
7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes _____ No
(Please indicate on one line diagram).
8. What type of control system or PLC will be located at the Developer's Large Facility?
-
9. What protocol does the control system or PLC use?
-
10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.
-
11. Physical dimensions of the proposed interconnection station:
-
12. Bus length from generation to interconnection station:
-
13. Line length from interconnection station to Connecting Transmission Owner's transmission line.
-
14. Tower number observed in the field. (Painted on tower leg)*:
-
15. Number of third party easements required for transmission lines*:
-

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

_____ Yes _____ No Local provider: _____

Please provide proposed schedule dates:

Begin Construction	Date: _____ 02/20/2015 _____
In-Service	Date: _____ 07/01/2015 (estimated) _____
Generation Testing	Date: _____ 07/01/2015 (estimated) _____
Commercial Operation	Date: _____ 07/01/2015 (estimated) _____

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Study Agreement Est Rvr1

Tariff Record Title: Increased CRIS CY2015 FSA East River1

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 172

Tariff Record Collation Value: 1500600

Tariff Record Parent Identifier: 164

Proposed Date: 4/23/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

EAST RIVER 1 INCREASED CRIS REQUEST

THIS AGREEMENT is made and entered into this 23rd day of April, 2015 by and among Consolidated Edison Company of New York, Inc., a corporation organized and existing under the laws of the State of New York, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and Consolidated Edison Company of New York, Inc. a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain additional Capacity Resource Interconnection Service pursuant to Section 30.3.2.6 of Attachment X of the NYISO's Open Access Transmission Tariff ("Standard Large Facility Interconnection Procedures").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Sections 30.3.2.6 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT. The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

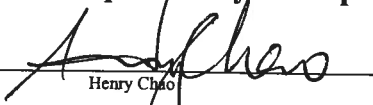
other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____


Henry Chao

Title: VP, System & Resource Planning

Date: _____

3/20/2015

Consolidated Edison Company of New York, Inc. (CTO)

By: _____

Title: _____

Date: _____

Consolidated Edison Company of New York, Inc. (Developer)

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.


New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc. (CTO)

By:  _____

Title: Acting Chief Engineer

Date: 4/17/15

Consolidated Edison Company of New York, Inc. (Developer)

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc. (CTO)

By: _____

Title: _____

Date: _____

Consolidated Edison Company of New York, Inc. (Developer)

By: Michael R. Brea

Title: Plant Manager, EAST River GEN PLANT

Date: March 30, 2015

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
-------	-----------------

Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
--------------------------------------	----------------------------

Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

This is an existing facility and there is no change as a result of the upgraded equipment. See Attachment A for existing one-line diagram.

2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: N/A

CRIS: 10 MW

Additional Information:

Nameplate MW: **148.5 MW @ 95F (original – prior to uprate)**
 158.5 MW @ 95F (approved ERIS increase to-date)

Nameplate MVA: **195 MVA @ 40° cold gas temperature**

MW vs temp curves, summer/winter ERIS numbers, aux load, etc
See Attachment B

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

4. On the one line indicate the generation capacity attached at each metering location.
(Maximum load on CT/PT)

**N/A – This is an existing facility and there is no change to the existing metering locations.
The metering locations are already rated higher than the proposed uprate.**

5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____ Yes X No

This is an existing facility and there is no change as a result of the upgraded equipment.

7. Will a transfer bus on the generation side of the metering require that each meter set be
designed for the total plant generation? _____ Yes _____ No
(Please indicate on one line diagram).

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

8. What type of control system or PLC will be located at the Developer's Large Facility?

The Combustion Turbine Generator (CTG) will be controlled by a GE Mark VIe integrated control system. Support systems for the CTG will be controlled by an Emerson Ovation distributed control system (DCS).

9. What protocol does the control system or PLC use?

Communication protocol between the Mark VIe and Emerson Ovation DCS is via GSM (GE Standard Messaging) Version 3.0 Ethernet over I/P.

10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

See Attachment C.

11. Physical dimensions of the proposed interconnection station:

This is an existing facility and there is no change as a result of the upgraded equipment. The existing interconnection station is the East 13th Street Substation.

12. Bus length from generation to interconnection station:

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

13. Line length from interconnection station to Connecting Transmission Owner's transmission line.

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

14. Tower number observed in the field. (Painted on tower leg)*:

N/A

15. Number of third party easements required for transmission lines*:

N/A

*** To be completed in coordination with Connecting Transmission Owner.**

Is the Large Facility in the Transmission Owner's service area?

 X Yes No Local provider: _____

Please provide proposed schedule dates:

Begin Construction Date: 10/7/2014

In-Service Date: 11/17/2014

Generation Testing Date: 11/17/2014

Commercial Operation Date: 11/17/2014

This page contains Critical Energy Infrastructure Information "CEII"
and has been removed fromt the public version

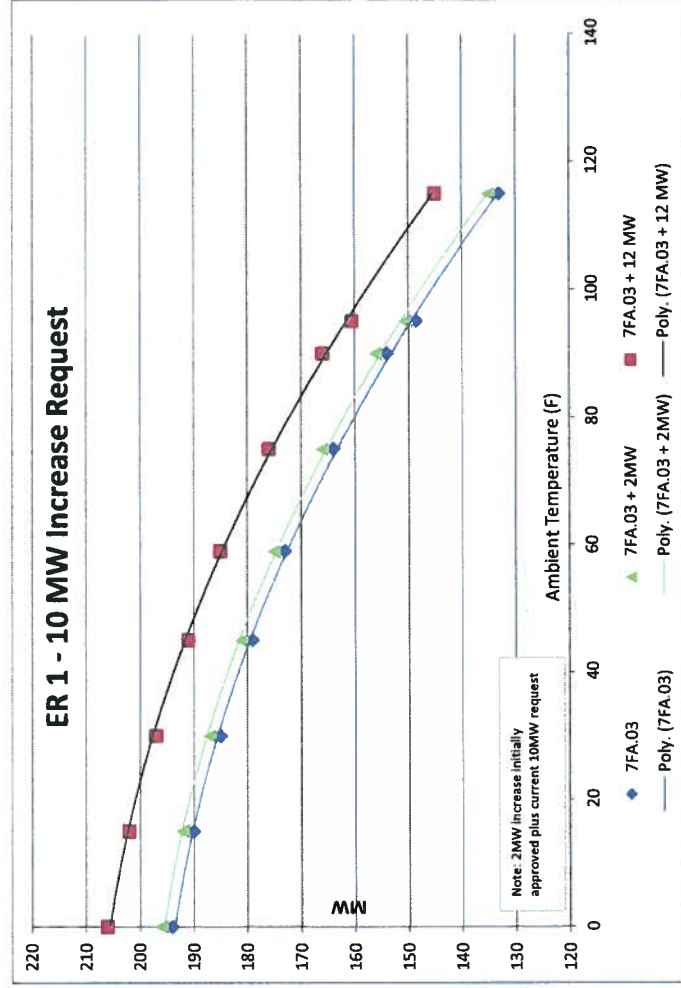
EAST RIVER 1 AGP - NEW MW LIMIT:

The chart and graph below are to be used to create the new MW output limit for the East River 1 GT Proposed MW Increase for NYISO approval as part of Increased CRIS Request Study.

Notes:

- Original name plate point is for 148.5MW at 95F
- Increase of 2MW was previously approved by NYISO (150.5MW at 95F)
- This request is for an additional 10MW for a total increase of 12MW from original.
- Top limit, even if ambient goes colder than 0F, has to be 206MW.

Temp	Current Data 7FA.03 (original)	+2 (initially increase) MW	+10 (+12 total) MW
0	194	196	206
15	190	192	202
30	185	187	197
45	179	181	191
59	173	175	185
75	164	166	176
90	154	156	166
95	148.5	150.5	160.5
115	133	135	145



CONSOLIDATED EDISON SITE



U.S. DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY



BROOKLYN QUADRANGLE
NEW YORK
7.5-MINUTE SERIES

PROPERTY-
LINE

**SEE
EXHIBIT B
(PAGE 2 OF 2)**

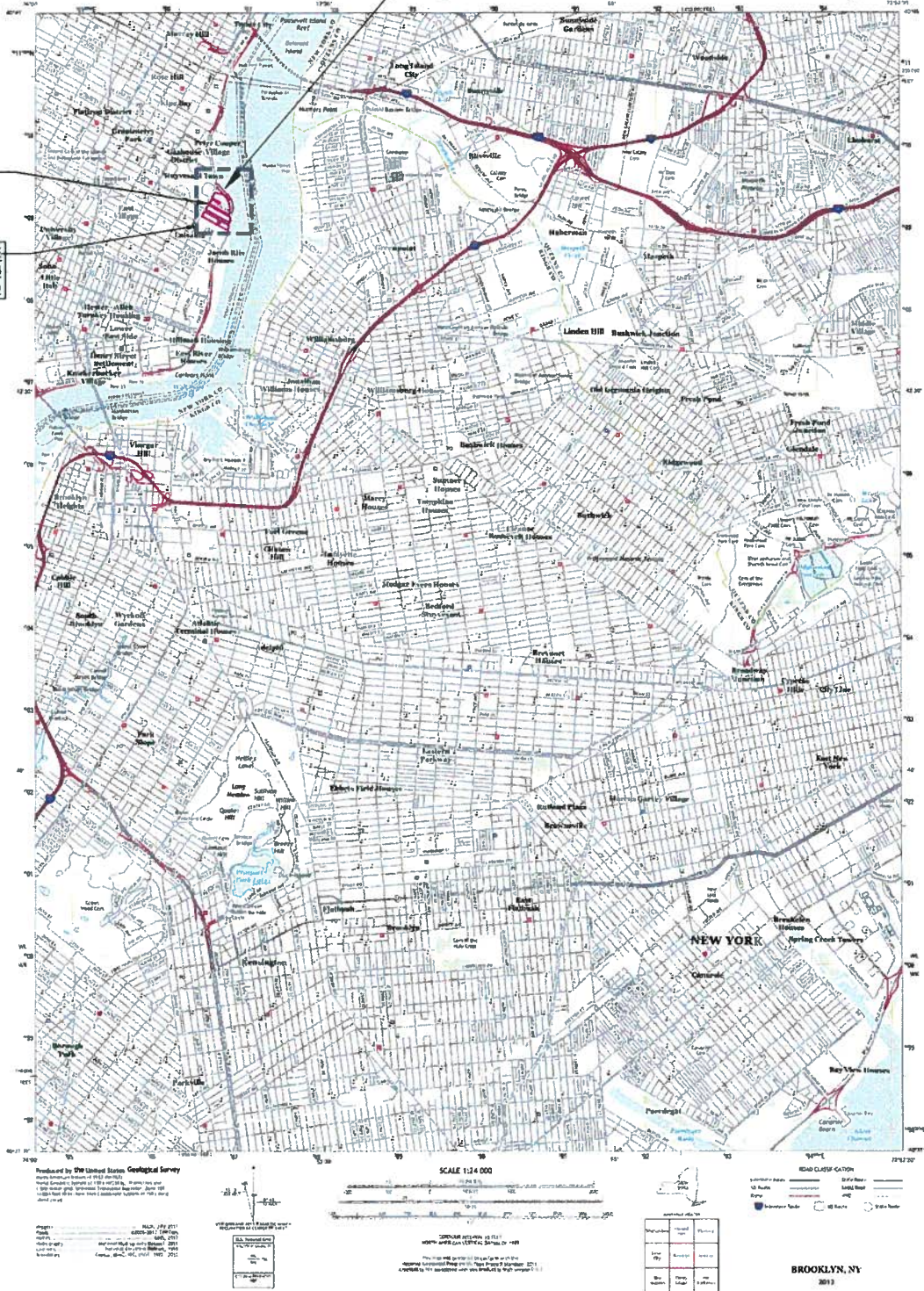


EXHIBIT A



 CONSOLIDATED EDISON SITE

EXHIBIT B

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Study Agreement Est Rvr2

Tariff Record Title: Increased CRIS CY2015 FSA East River2

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 173

Tariff Record Collation Value: 1500700

Tariff Record Parent Identifier: 164

Proposed Date: 4/23/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

EAST RIVER 2 INCREASED CRIS REQUEST

THIS AGREEMENT is made and entered into this 23rd day of April, 2015 by and among Consolidated Edison Company of New York, Inc., a corporation organized and existing under the laws of the State of New York, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and Consolidated Edison Company of New York, Inc. a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain additional Capacity Resource Interconnection Service pursuant to Section 30.3.2.6 of Attachment X of the NYISO's Open Access Transmission Tariff ("Standard Large Facility Interconnection Procedures").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Sections 30.3.2.6 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT. The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 Third-Party Beneficiaries. Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 Independent Contractor. NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____

Henry Chao

Title: VP, System & Resource Planning

Date: _____

3/20/2015

Consolidated Edison Company of New York, Inc. (CTO)

By: _____

Title: _____

Date: _____

Consolidated Edison Company of New York, Inc. (Developer)

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.


New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc. (CTO)

By:  _____
M. J. Sarm

Title: Acting Chief Engineer

Date: 4/17/15

Consolidated Edison Company of New York, Inc. (Developer)

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc. (CTO)

By: _____

Title: _____

Date: _____

Consolidated Edison Company of New York, Inc. (Developer)

By: Michael G. Bra

Title: Plant Manager, East River Gen Plant

Date: March 30, 2015

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
-------	-----------------

Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services \$80.00/hr. - \$135.00/hr.

Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER
WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

This is an existing facility and there is no change as a result of the upgraded equipment. See Attachment A for existing one-line diagram.

2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: N/A

CRIS: 10 MW

Additional Information:

Nameplate MW: **148.5 MW @ 95F (original – prior to uprate)**
 158.5 MW @ 95F (approved ERIS increase to-date)

Nameplate MVA: **195 MVA @ 40° cold gas temperature**

MW vs temp curves, summer/winter ERIS numbers, aux load, etc

See Attachment B

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

4. On the one line indicate the generation capacity attached at each metering location.
(Maximum load on CT/PT)
5. **N/A – This is an existing facility and there is no change to the existing metering locations. The metering locations are already rated higher than the proposed uprate.**
6. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

7. Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____ Yes X No

This is an existing facility and there is no change as a result of the upgraded equipment.

8. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes _____ No
(Please indicate on one line diagram).

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

9. What type of control system or PLC will be located at the Developer's Large Facility?

The Combustion Turbine Generator (CTG) will be controlled by a GE Mark VIe integrated control system. Support systems for the CTG will be controlled by an Emerson Ovation distributed control system (DCS).

10. What protocol does the control system or PLC use?

Communication protocol between the Mark VIe and Emerson Ovation DCS is via GSM (GE Standard Messaging) Version 3.0 Ethernet over I/P.

11. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

See Attachment C.

12. Physical dimensions of the proposed interconnection station:

This is an existing facility and there is no change as a result of the upgraded equipment. The existing interconnection station is the East River 69 kV Substation.

13. Bus length from generation to interconnection station:

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

14. Line length from interconnection station to Connecting Transmission Owner's transmission line.

N/A – This is an existing facility and there is no change as a result of the upgraded equipment.

15. Tower number observed in the field. (Painted on tower leg)*:

N/A

16. Number of third party easements required for transmission lines*:

N/A

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

☒ X ☐ Yes ☐ No Local provider: _____

Please provide proposed schedule dates:

Begin Construction	Date: 3/14/2015
In-Service	Date: 4/29/2015
Generation Testing	Date: 4/29/2015
Commercial Operation	Date: 4/29/2015

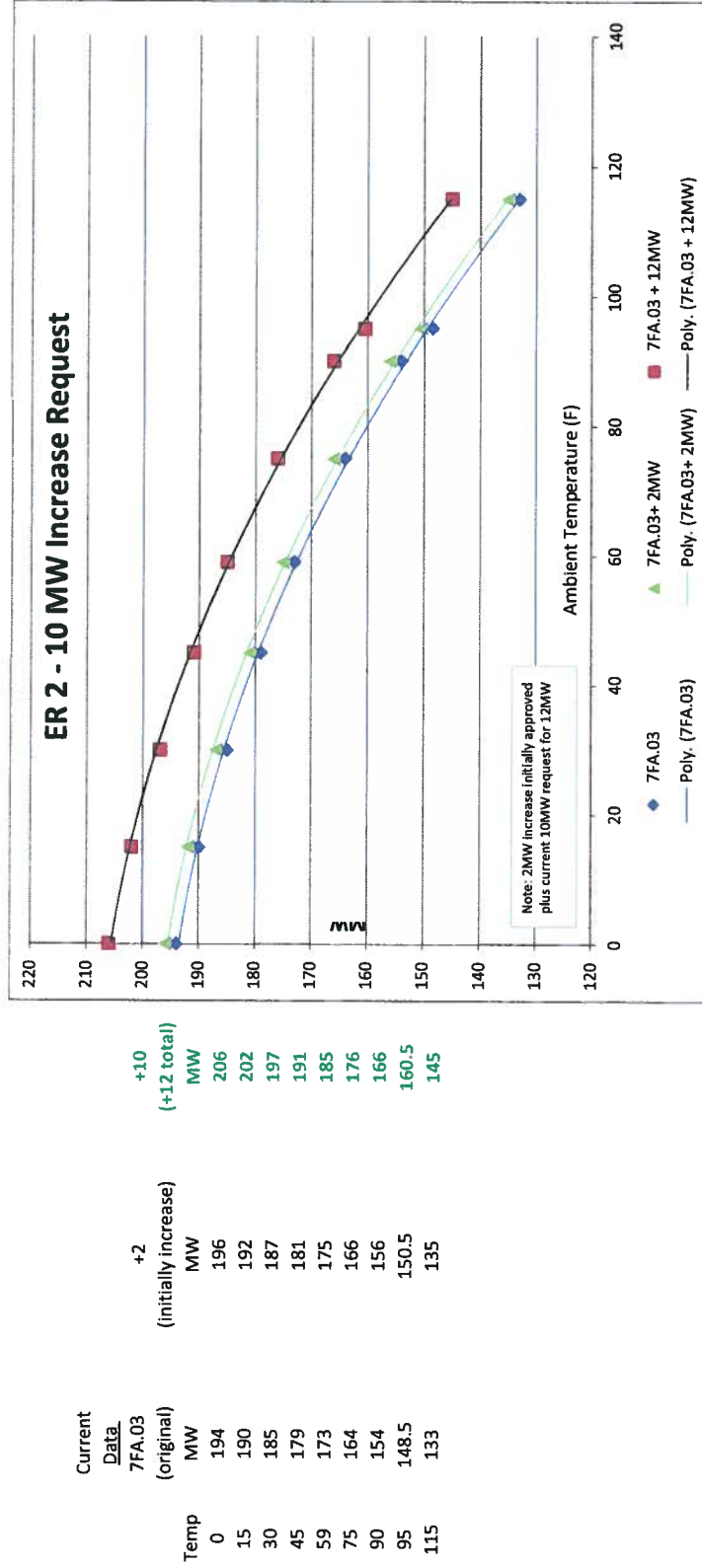
This page contains Critical Energy Infrastructure Information "CEII"
and has been removed from the public version

EAST RIVER 2 AGP - NEW MW LIMIT:

The chart and graph below are to be used to create the new MW output limit for the East River 2 GT Proposed MW Increase for NYISO approval as part of Increased CRIS Request Study.

Notes:

- Original name plate point is for 148.5MW at 95F
- Increase of 2MW was previously approved by NYISO (150.5MW at 95F)
- This request is for an additional 10MW for a total increase of 12MW from original.
- Top limit, even if ambient goes colder than 0F, has to be 206MW.



CONSOLIDATED EDISON SITE



U.S. DEPARTMENT OF THE INTERIOR
U. S. GEOLOGICAL SURVEY



BROOKLYN QUADRANGLE
NEW YORK
7.5-MINUTE SERIES

PROPERTY-
LINE

SEE
EXHIBIT B
(PAGE 2 OF 2)

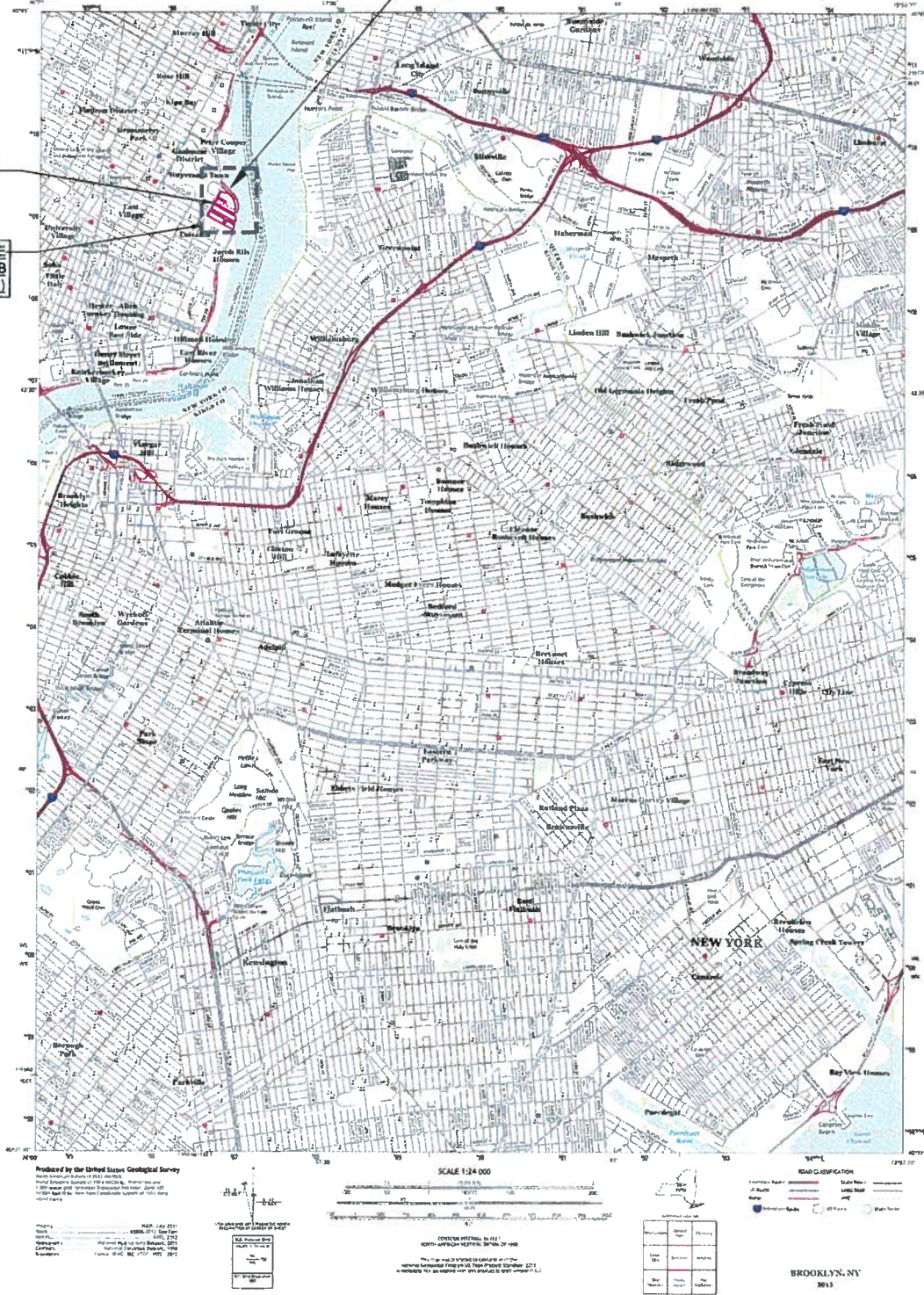
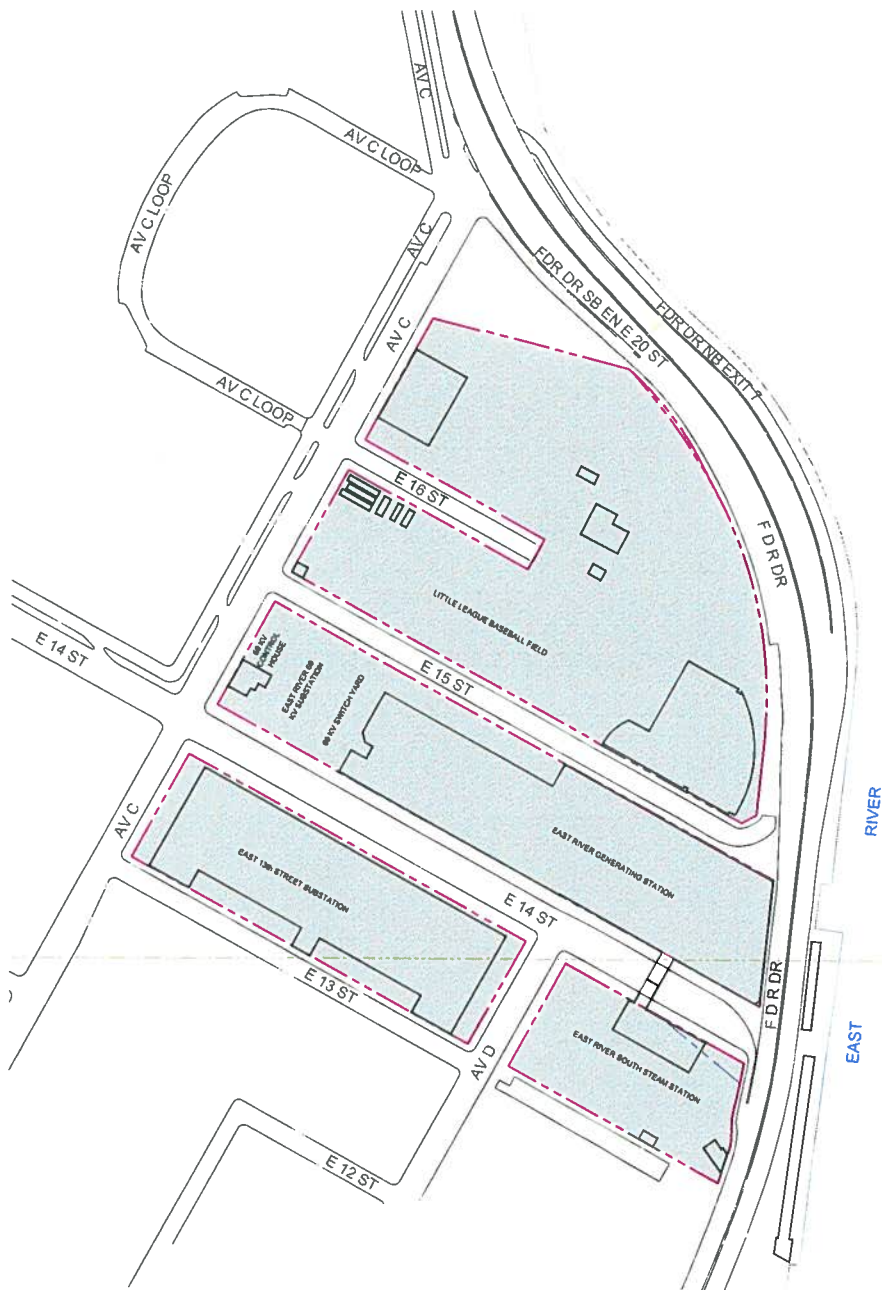


EXHIBIT A



 CONSOLIDATED EDISON SITE

EXHIBIT B

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: NYISO 205 filing Executed Non-Conforming Interconnection Facilities Study Agrmnt

Company Filing Identifier: 1011

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Non-conforming Interconnection Study Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Studay Agreement Lndn Cgn

Tariff Record Title: Increased CRIS CY2015 FSA Linden Cogen

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 174

Tariff Record Collation Value: 1500800

Tariff Record Parent Identifier: 164

Proposed Date: 4/23/2015

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

INTERCONNECTION FACILITIES STUDY AGREEMENT

LINDEN COGENERATION INCREASED CRIS REQUEST

THIS AGREEMENT is made and entered into this 23rd day of April, 2015 by and among East Coast Power, LLC, a limited liability company organized and existing under the laws of the State of New York, ("Developer,"), the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York ("NYISO"), and Consolidated Edison Company of New York, Inc. a corporation organized and existing under the laws of the State of New York ("Connecting Transmission Owner"). Developer, NYISO and Connecting Transmission Owner each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Developer is the owner of a Large Facility interconnected to the New York State Transmission System; and

WHEREAS, Developer wishes to enter the Class Year 2015 Interconnection Facilities Study in order to obtain additional Capacity Resource Interconnection Service pursuant to Section 30.3.2.6 of Attachment X of the NYISO's Open Access Transmission Tariff ("Standard Large Facility Interconnection Procedures").

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the NYISO's Commission-approved Standard Large Facility Interconnection Procedures.
- 2.0 Developer elects to be evaluated for Capacity Resource Interconnection Service and NYISO shall cause to be performed a Class Year Deliverability Study consistent with Sections 30.3.2.6 and 30.8 of the Standard Large Facility Interconnection Procedures to be performed in accordance with the NYISO OATT. The terms of the above-referenced tariff sections, as applicable, are hereby incorporated by reference herein.
- 3.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall identify whether System Deliverability Upgrades are required for the Large Facility to be fully deliverable at its requested level of Capacity Resource Interconnection Service; and (ii) shall provide a description and estimated cost of any required System Deliverability Upgrades, to the extent required based on the Developer's election under Section 25.7.7.1 of Attachment S, as applicable.

- 5.0 The Developer shall provide a deposit of \$100,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

NYISO shall invoice Developer on a monthly basis for the expenses incurred by NYISO and the Connecting Transmission Owner on the Interconnection Facilities Study each month as computed on a time and materials basis in accordance with the rates attached hereto. Developer shall pay invoiced amounts to NYISO within thirty (30) Calendar Days of receipt of invoice. NYISO shall continue to hold the amounts on deposit until settlement of the final invoice.

6.0 Miscellaneous.

- 6.1 Accuracy of Information. Except as Developer or Connecting Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and Connecting Transmission Owner each represent and warrant that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Developer and Connecting Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.
- 6.2 Disclaimer of Warranty. In preparing the Interconnection Facilities Study, the Party preparing such study and any subcontractor consultants employed by it shall have to rely on information provided by the other Parties, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither the Party preparing the Interconnection Facilities Study nor any subcontractor consultant employed by that Party makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Interconnection Facilities Study. Developer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
- 6.3 Limitation of Liability. In no event shall any Party or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by any Party or third parties, even if one or more of the Parties or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any Party or its subcontractor consultants be liable for any delay in

delivery or for the non-performance or delay in performance of its obligations under this Agreement.

- 6.4 **Third-Party Beneficiaries.** Without limitation of Sections 6.2 and 6.3 of this Agreement, Developer and Connecting Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection Facilities Study shall be deemed third party beneficiaries of these Sections 6.2 and 6.3.
- 6.5 **Term and Termination.** This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 6.5, shall continue in effect until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee]. Developer or NYISO may terminate this Agreement upon Developer's withdrawal from the Interconnection Facilities Study pursuant to Section 25.7.7.1 of Attachment S.
- 6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 6.7 **Severability.** In the event that any part of this Agreement is deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.
- 6.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.
- 6.9 **Amendment.** No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.
- 6.10 **Survival.** All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.
- 6.11 **Independent Contractor.** NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Developer or Connecting Transmission Owner as a result of this Agreement.
- 6.12 **No Implied Waivers.** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights and remedies in that or any

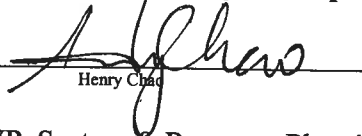
other instances; rather, the same shall be and remain in full force and effect.

- 6.13 Successors and Assigns. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____


Henry Chang

Title: VP, System & Resource Planning

Date: _____

3/20/2015

Consolidated Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

East Coast Power, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

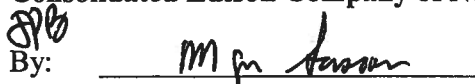
New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc.

By: 

Title: Acting Chief Engineer

Date: 4/17/15

East Coast Power, LLC

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

New York Independent System Operator, Inc.

By: _____
Henry Chao

Title: VP, System & Resource Planning

Date: _____

Consolidated Edison Company of New York, Inc.

By: _____

Title: _____

Date: _____

East Coast Power, LLC

By: [Signature]

Title: Vice President

Date: 3/24/15

SCHEDULE FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

The NYISO and Connecting Transmission Owner shall use Reasonable Efforts to complete the study and issue an Interconnection Facilities Study report to the Developer within the following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- estimated completion date (*i.e.*, Operating Committee approval of the Class Interconnection Facilities Study) for Class Year 2015 Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: 5/31/16, if no additional System Deliverability Upgrade studies are required.
- Study work (other than data provision and study review) that may be requested of the Transmission Owner by the NYISO is currently not specified, but will be specified in a Study Work Agreement to be developed between the NYISO and Transmission Owner.
- Pursuant to Article 5.0 of this Agreement, the rates for the study work are attached as Exhibit 1.

Exhibit 1:

Study Costs

Below are the rates applicable for any work that is conducted by the NYISO and Transmission Owners for the Class Year 2015 Interconnection Facilities Study. All of the rates specified below are subject to adjustment. This list is intended to include all Transmission Owners that may be a connecting Transmission Owner for a project in Class Year 2015. Developer shall be responsible for Class Year 2015 Interconnection Facilities Study costs as specified by Section 30.13.3 of Attachment X of the NYISO's Open Access Transmission Tariff.

New York State Electric & Gas Corporation

Labor	\$75-\$200/hour
-------	-----------------

Developer understands that (a) the above rates for labor services are estimates, (b) the above charges do not represent an exhaustive list of charges, and (c) Developer shall pay the actual costs incurred by NYISO and Connecting Transmission Owner under this Agreement.

Niagara Mohawk Power Corporation d/b/a National Grid

Technical Services and/or Management Services \$90.00/hr. to \$245.00/hr.*

*These costs are estimates and subject to update. National Grid only bills its actual costs; there is no profit. Sales tax is not included in the above rates.

Consolidated Edison Company of New York, Inc.

Transmission Planning	\$126.75/hour
Central Engineering	\$104.45/hour

These rates are for work performed by Con Edison during 2014. The rates for work performed after December 31, 2014 are subject to adjustment.

New York Power Authority

Technical and/or Management Services	\$80.00/hr. - \$135.00/hr.
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Central Hudson Gas & Electric Corporation

Technical Services:	\$85 - \$140 per hour
Management Services:	\$85 - \$175 per hour

Orange & Rockland Utilities, Inc.

\$110/hour

Long Island Power Authority

\$200/hour

New York Independent System Operator, Inc.

\$164.00/hr.

This rate is for work performed by the NYISO during 2015, work performed after December 31, 2015 will be subject to adjustment.

DATA FORM TO BE PROVIDED BY DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

1. Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.
2. Finalize and specify your Interconnection Service evaluation election for the Class Year Interconnection Facilities Study. New Interconnection Requests should specify either Energy Resource Interconnection Service alone, or both Energy Resource Interconnection Service and some MW level of Capacity Resource Interconnection Service, not to exceed the nameplate capacity of your facility (some MW level of Capacity Resource Interconnection Service election is required to become a qualified Installed Capacity Supplier or to receive Unforced Capacity Deliverability Rights). If your facility is already interconnected taking Energy Resource Interconnection Service, and not covered by a new Interconnection Request, you may elect to be evaluated for Capacity Resource Interconnection Service at a MW level you specify, not to exceed the nameplate capacity of your facility. Evaluation election:

ERIS: N/A

CRIS: 35.5 MW

Additional Information:

Nameplate MW: 790.8 MW

Nameplate MVA: 800 MVA

MW vs temp curves, summer/winter ERIS numbers, aux load, etc
summer ERIS: 790.8 MW, winter ERIS: 800 MW

Items 3 through 15 below N/A – CRIS increase is to an existing facility. No changes are being made to the facility's interconnection, main power circuit, or metering.

3. One set of metering is required for each generation connection to the new ring bus or existing Connecting Transmission Owner station. Number of generation connections:
4. On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)
5. On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

6. Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____ Yes _____ No

7. Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____ Yes _____ No
(Please indicate on one line diagram).

8. What type of control system or PLC will be located at the Developer's Large Facility?

9. What protocol does the control system or PLC use?

10. Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

11. Physical dimensions of the proposed interconnection station:

12. Bus length from generation to interconnection station:

13. Line length from interconnection station to Connecting Transmission Owner's transmission line.

14. Tower number observed in the field. (Painted on tower leg)*:

15. Number of third party easements required for transmission lines*:

* To be completed in coordination with Connecting Transmission Owner.

Is the Large Facility in the Transmission Owner's service area?

__X__ Yes _____ No Local provider: Con Edison _____

Please provide proposed schedule dates:

Begin Construction Date: ___ May 2016 ___

In-Service Date: ___ May 2017 ___

Generation Testing Date: ___ April 2017 ___

Commercial Operation Date: ___ May 2017 ___