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May 29, 2018

By Electronic Delivery

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

Re: Filing of an Executed Amended and restated Large Generator Interconnection Agreement Between the Consolidated Edison Company of New York, Inc., and Cogen Technologies Linden Ventures, L.P. and Request for Critical Energy Infrastructure Information Designation, Docket No. ER18-\_\_\_\_-000

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act<sup>1</sup> and Section 35.12 of the Commission's Regulations,<sup>2</sup> Consolidated Edison Company of New York, Inc. ("Con Edison") hereby tenders for filing an executed Amended and Restated Large Generator Interconnection Agreement (the "Agreement"), designated as Service Agreement No. 2407, between Con Edison and Cogen Technologies Linden Ventures, L.P. ("Cogen Tech") (collectively, the "Parties").

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<sup>1</sup> 16 U.S.C. § 824d (2017).

<sup>2</sup> 18 C.F.R. § 35.12 (2017).

The Parties request a May 30, 2018 effective date for the Agreement and further request a waiver of the normal 60-day notice period, as discussed fully below.

As described below, the Agreement is being filed as a two-party agreement that is based on, but does not conform with, the *pro forma* Large Generator Interconnection Agreement (“LGIA”) contained in the New York Independent System Operator, Inc. (“NYISO”) Open Access Transmission Tariff (“OATT”).

## I. BACKGROUND

On April 14, 1989, the parties entered into a Power Purchase Agreement (“PPA”) through which Con Edison purchased energy and capacity generated by the Cogen Tech’s generating facility. The PPA also provides for the interconnection of the Cogen Tech generating facility to the Con Edison transmission system. The power purchase obligations of the PPA expired on April 30, 2017. However, Cogen Tech’s interconnection rights continued. As such, the Parties wish to amend and restate Cogen Tech’s interconnection rights in a new agreement. The Agreement only applies to Cogen Tech’s existing generating facility. With the acceptance by the Commission of the Agreement, the Parties request that the interconnection provisions in the PPA terminate simultaneously with the Agreement becoming effective.

## II. THE AGREEMENT

The Agreement is modeled on the NYISO’s *pro forma* LGIA. Since the Cogen Tech’s generating facility is an existing generator, the parties have agreed to a few terms and conditions that, where appropriate, vary from the NYISO’s *pro forma* LGIA. For instance, the terms relating to the construction, testing, and invoicing of a new facility have been deleted from the Agreement because they do not apply.<sup>3</sup>

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<sup>3</sup> Sections 5.1 through 5.16; section 6.1; section 11.5; section 11.7; and sections 12.1 and 12.2.

In addition, the existing point of interconnection (“POI”) of the facility has been retained in the Agreement. Namely, the POI is in the middle of the Arthur Kill on the border between New York and New Jersey. Given the location of the POI, the *pro forma* sections relating to Attachment Facilities and System Upgrade Facilities have also been deleted from the Agreement because they do not apply.<sup>4</sup>

The voltage support and voltage scheduling<sup>5</sup> language in the Agreement also deviates from the *pro forma* provisions. Rather, these provisions are the substantive provisions that were contained in the PPA. The reason for not including the *pro forma* language is that Cogen Tech’s generating facility has been required to meet these voltage requirements since its initial operation and the Agreement is an interconnection of an existing facility.

Appendix C to the Agreement requires Cogen Tech to comply with the NYISO’s tariffs and procedures and Con Edison’s operations requirements and instructions. The reason for this inclusion is to insure system reliability.

Finally, the Agreement does not conform with the NYISO’s *pro forma* LGIA because it has been executed as a two-party agreement between Con Edison and Cogen Tech, and not a three-party agreement that includes the NYISO. Commission precedent supports acceptance of the Agreement as a two-party agreement. In proceedings on two-party interconnection agreements between Niagara Mohawk and generation subsidiaries of Alliance Energy that were modeled on the NYISO’s *pro-forma* interconnection agreement (“Alliance LGIAs”),<sup>6</sup> the Commission found that NYISO did not need to be a party to the two-party Alliance Energy LGIAs, for the following reasons:

[T]hey are not the type of new generator interconnection agreements envisioned by Order No. 2003; rather they are more like after-the-fact interconnection operating

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<sup>4</sup> Section 9.8.1, and Sections 11.1 through 11.4.

<sup>5</sup> Sections 9.5.1 and 9.5.2

<sup>6</sup> The Alliance Energy LGIAs were filed, and accepted pursuant to Commission proceedings in Docket Nos. ER07-1019, ER07-1020, and ER07-1021.

agreements that govern the terms, conditions, and rates associated with the continued operation and maintenance of previously constructed facilities built to accommodate the interconnection of the Alliance generators to Niagara Mohawk's transmission system. Accordingly, we will not require NYISO to be a signatory to these unexecuted IAs.<sup>7</sup>

Like the Alliance Energy LGIAs, the Agreement is not a new generator interconnection agreement of the type envisioned by Order No. 2003. Instead, the Agreement governs the terms and conditions associated with the continued operation and maintenance of an existing generating facility.

Two-party interconnection agreements are also designated as Service Agreements under the NYISO OATT.<sup>8</sup> Therefore, the Commission should accept the Agreement as a two-party agreement.

### **III. EFFECTIVE DATE**

Con Edison requests that the Commission permit the Agreement to become effective as of May 30, 2018. The Commission has waived the 60-day notice requirement, partially or entirely, with respect to other interconnection agreements where circumstances warrant. A waiver in this case would serve the public interest because the Agreement provides for the continued interconnection of an existing generating facility. Accordingly, Con Edison requests that the Commission grant

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<sup>7</sup> *Niagara Mohawk Power Corp. d/b/a National Grid*, 121 FERC ¶ 61,104, at P 22 (2007) (citation omitted). Under the present NYISO OATT, a material increase in capacity or a material modification of the generating facility would require the NYISO to be a signatory to the interconnection agreement. The Cogen Tech generating facility is already interconnected to the transmission system owned by Con Edison, and there have been no material modifications to the operating characteristics of the Plant. Pursuant to the NYISO OATT, the Cogen Tech facility was granted one non-material increase in energy rights of 37.5MWs and one non-material increases in capacity of 2MWs. In addition, in the NYISO's 2015 Class Year Study, the Cogen Tech facility was awarded an increase of capacity of 35.5MWs. The present rating of the Cogen Tech facility is 790.8 MWs for summer capacity and summer energy. Therefore, the NYISO does not need to be a signatory to the Agreement.

<sup>8</sup> *Consolidated Edison Company of New York, Inc.*, 119 FERC ¶ 61,206 (2007); *Consolidated Edison Company of New York, Inc.*, Docket No. ER09-1515-000, Letter Order dated September 3, 2009; *Niagara Mohawk Power Corporation*, 121 FERC ¶ 61,183 (2007).

a waiver of its prior notice requirements to the extent necessary to accommodate the requested effective date.

#### **IV. COMMUNICATIONS AND CORRESPONDENCE**

Communications regarding this filing should be directed to:

**For Con Edison:**

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#### **V. DOCUMENTS SUBMITTED**

This filing consists of the following documents:

- A.** the filing letter; and
- B.** the Agreement;

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**VI. SERVICE**

Con Edison will serve this filing electronically on Cogen Tech, NYPSC, and the NYISO.

**VII. CONCLUSION**

Wherefore, Con Edison respectfully requests that the Commission accept the attached Agreement effective as of May 30, 2018 and terminate Cogen Tech's existing interconnection rights contained in the PPA.

Respectfully submitted,

By \_\_\_/s/\_\_\_\_\_

Paul A. Savage  
Associate Counsel  
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of New York, Inc.