

40.25.13 APPENDIX 13 TO ATTACHMENT HH

FAST TRACK REQUEST

A Fast Track Request is considered complete when the Interconnection Customer provides all applicable and correct information required below, together with the required application fee, submitted to the ISO.

A. Preamble and Instructions

An Interconnection Customer who requests the use of the Fast Track Process for the ISO's assessment of the interconnection of a Generating Facility to the New York State Transmission System or the Distribution System must submit this Fast Track Request to the NYISO. The ISO will send a copy to the Connecting Transmission Owner.

B. Processing Fee or Deposit:

The application fee for the Fast Track Process shall be a non-refundable \$500 processing fee.

C. Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)
(must be a single individual or entity)

Name of Interconnection Customer: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone : _____

E-Mail Address: _____

Additional Contact Information

Contact Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

D. Application Information

Will the Generating Facility be used for any of the following?

Net Metering? Yes ___ No ___

To Supply Power to the Interconnection Customer? Yes ___ No ___

To Supply Power to Others Through Wholesale Sales Over the New York State

Transmission System or Distribution System? Yes ___ No ___

To Supply Power to a Host Load? Yes ___ No ___

For installations at locations with existing electric service to which the proposed Generating Facility will interconnect, provide:

(Local Electric Service Provider)

(Existing Account Number)

Local Electric Service Provider Contact Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Project Name: _____

Project Description: _____

Requested Point of Interconnection: _____

Coordinates (i.e., latitude and longitude) of the Proposed Point of Interconnection: _____

Interconnection Customer's Proposed Initial Backfeed Date: _____

Interconnection Customer's Proposed Synchronization Date: _____

Interconnection Customer's Proposed Commercial Operation Date: _____

E. Generating Facility Information

Data apply only to the Generating Facility, not the Attachment Facilities.

1. Describe the composition of assets (including MW level) within the facility, including load reduction assets (e.g., 5 MW wind facility, 2 MW Energy Storage Resource and a load reduction resource with a maximum of 1 MW of load reduction):

2. Maximum Injection Capability of entire Generating Facility over 1 hour:

3. If the facility includes a Resource with Energy Duration Limitations, indicate the maximum injection capability for the entire Generating Facility over the selected duration (e.g., 10 MW over 4 hours):

4. Provide the following information for each Generator within the Generating Facility:

Energy Source: ___ Solar ___ Wind ___ Hydro ___ Hydro Type (e.g. Run-of-River): _____
Diesel ___ Natural Gas ___ Fuel Oil ___ Other (state type) _____

Generator Nameplate Rating: _____ MW (Typical) Generator Nameplate MVAR: _____

As applicable, for BTM:NG Resources, please also provide the following information:

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Existing load? Yes ___ No ___

If existing load with metered load data, provide coincident Summer peak load: _____

If new load or existing load without metered load data, provide estimated coincident Summer peak load: _____

Is the new load or existing load in the Transmission Owner's service area?

___ Yes ___ No Local provider: _____

List components of the Generating Facility equipment package that are currently certified:

Equipment Type

Certifying Entity

Generator (or solar collector)

Manufacturer, Model Name & Number: _____

Version Number: _____

Nameplate Output Power Rating in MW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in MVA: (Summer) _____ (Winter) _____

Individual Generator Reactive Capability in kVAR

Leading: _____ Lagging: _____

If wind, total number of generators in wind farm to be interconnected pursuant to this

Interconnection Request: _____

Generator Height: _____ Single phase____ Three Phase____

In addition to the above information, as applicable, for Resources with Energy Duration Limitations, please also provide the following information:

Inverter manufacturer, model name, number, and version: _____

Energy storage capability (MWh): _____

Minimum Duration for full discharge (i.e., injection) (Hours): _____

Minimum Duration for full charge (i.e., withdrawal) (Hours): _____

Maximum withdrawal from the system (i.e., when charging) (MW): _____

Maximum sustained injection (in MW) over the Interconnection Customer-selected duration:

Primary frequency response operating range for electric storage resource:

Minimum State of Charge: _____ (%) Maximum State of Charge: _____ (%)

If wind, total number of generators in wind farm to be interconnected pursuant to this Interconnection Request: _____

Generator Height: _____ Single Phase _____ Three Phase _____

If an Energy Storage Resource:

Inverter manufacturer, model name, number, and version:

Energy storage capability (MWh):

Minimum Duration for full discharge (i.e., injection) (Hours):

Minimum Duration for full charge (i.e., withdrawal) (Hours):

Maximum withdrawal from the system (i.e., when charging) (MW):

Maximum sustained four-hour injection in MW hours:

Primary frequency response operating range for electric storage resource: _____

Minimum State of Charge: _____ (%) Maximum State of Charge: _____ (%)

F. Additional Information

Enclose copy of site electrical one-line diagram showing the configuration of all Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed professional engineer if the Generating Facility is larger than 50 kW.

- Is One-Line Diagram Enclosed? ____ Yes ____ No

Enclose copy of any Site Control documentation that indicates the precise physical location of the proposed Generating Facility (e.g., USGS topographic map or other diagram or documentation).

- Site Control Documentation Enclosed? ____ Yes ____ No
- Site Control provided for the following number of acres: _____

G. Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer:

By (signature): _____

Name (type or print): _____

Title: _____

Company: _____

Date: _____

**ATTACHMENT A TO APPENDIX 13 – FAST TRACK REQUEST– Terms and
Conditions of Interconnection Study(ies)**

These terms and conditions for the study of a Generating Facility in the Fast Track Process proposed in the Fast Track Request dated _____ (“the Project”) and submitted by _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer”) sets forth the respective obligations between Interconnection Customer and 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”) (hereinafter the “Terms and Conditions”). By signing below, Interconnection Customer confirms its understanding and acceptance of the Terms and Conditions.

RECITALS

WHEREAS, the Interconnection Customer is proposing the Project; and

WHEREAS, desires to use the Fast Track Process to interconnect the Generating Facility with the New York State Transmission System (or the Distribution System, as applicable); and

WHEREAS, the Interconnection Customer has requested NYISO to assess the Project under the Fast Track Process;

NOW, THEREFORE, in consideration of and subject to the terms and conditions contained herein, the Interconnection Customer and NYISO agree as follows:

- 1.0 When used in under these Terms and Conditions, with initial capitalization, the terms specified shall have the meanings specified in Section 40.1 of the Standard Interconnection Procedures in Attachment HH to the NYISO Open Access Transmission Tariff (“OATT”).
- 2.0 The Interconnection Customer shall elect and NYISO shall cause to be performed, an assessment of the Project in the Fast Track Process, including any supplemental review agreed upon by Interconnection Customer, in accordance with the requirement in Section 40.23 of Attachment HH to the ISO OATT (“Study”). The terms of Attachment HH to the ISO OATT, as applicable, are incorporated by reference herein.
- 3.0 The NYISO’s assessment of the Project in accordance with the Fast Track Process requirements in Section 40.23 of Attachment HH to the ISO OATT in connection with the Fast Track Request and these Terms and Conditions will be based on the technical information provided by the Interconnection Customer in the Fast Track Request. NYISO reserves the right to request additional information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of its assessment. If the Interconnection Customer modifies its designated Point of Interconnection, the Fast Track Request, or the technical information provided in the Interconnection Request, the time to complete the Study may be extended.

- 4.0 The NYISO shall perform the Fast Track Process assessment of the Project, including any supplemental review agreed upon by Interconnection Customer, in accordance with the requirements in Section 40.23 of Attachment HH to the ISO OATT.
- 5.0 The Interconnection Customer shall provide NYISO with a \$500 application fee for its performance of the Fast Track Process assessment. For purposes of any supplemental review, Interconnection Customer shall provide the NYISO with a deposit in accordance with the requirements in Section 40.23.4 of Attachment HH to the ISO OATT.
- 6.0 For purposes of any supplemental review agreed upon by Interconnection Customer, Interconnection Customer shall be responsible for the actual costs incurred by NYISO and any subcontractor hired to perform study work, as computed on a time and materials basis in accordance with the rates provided to the Interconnection Customer upon its agreement for the supplemental review. The ISO shall invoice Interconnection Customer, and Interconnection Customer shall pay the invoiced amounts, in accordance with the requirements in Section 40.24.3 of Attachment HH to the ISO OATT. The NYISO shall continue to hold any amounts on deposit, if applicable, until settlement of the final invoice in accordance with the requirements in Section 40.24.3 of Attachment HH.
- 7.0 Miscellaneous.
 - 7.1 Accuracy of Information. Except as the Interconnection Customer may otherwise specify in writing when it provides information to NYISO under these Terms and Conditions, the Interconnection Customer represents and warrants that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. The Interconnection Customer shall promptly provide NYISO with any additional information needed to update information previously provided to the extent permitted by Attachment HH to the ISO OATT.
 - 7.2 Disclaimer of Warranty. In preparing the Study, NYISO and any subcontractor consultants hired by it shall have to rely on information provided by the Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant hired by NYISO 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 Studies performed under these Terms and Conditions. The Interconnection Customer 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.
 - 7.3 Limitation of Liability. The NYISO or any subcontractor consultants engaged by the NYISO shall not be liable for direct damages, including money damages or other compensation, for actions or omissions by the NYISO or a subcontractor

consultant in performing its obligations under this Agreement, except to the extent such act or omission by the NYISO or a subcontractor consultant is found to result from its gross negligence or willful misconduct. In no event shall NYISO 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 these Terms and Conditions or the Study performed or any reliance on the Study by the Interconnection Customer or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under these Terms and Conditions, except as otherwise set forth in Attachment HH to the ISO OATT.

- 7.4 **Third-Party Beneficiaries.** Without limitation of Sections 7.2 and 7.3 under these Terms and Conditions, the Interconnection Customer further agrees that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing of, one or more of the Studies requested under the Interconnection Request shall be deemed third-party beneficiaries of these Sections 7.2 and 7.3 under these Terms and Conditions.
- 7.5 **Term and Termination.** The obligations to conduct the Study and under these Terms and Conditions shall be effective from the date hereof and, unless earlier terminated under these Terms and Conditions, shall continue in effect until the later of: (i) the Study is completed in accordance with the requirements in Section 40.23 of Attachment HH to the ISO OATT and (ii) the Interconnection Customer makes the final payment under this Agreement and is refunded any remaining portion of its study deposit. The Interconnection Customer or NYISO may terminate their obligations under these Terms and Agreement upon the withdrawal of the Interconnection Customer's Fast Track Request under the Standard Interconnection Procedures.
- 7.6 **Governing Law.** These Terms and Conditions and any study performed thereunder 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.
- 7.7 **Severability.** In the event that any part of these Terms and Conditions are deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from these Terms and Conditions and the obligations under these Terms and Conditions shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Amendment.** No amendment, modification, or waiver of any term or condition hereof shall be effective unless set forth in writing and signed by the Interconnection Customer and NYISO hereto.
- 7.9 **Survival.** All warranties, limitations of liability, and confidentiality provisions provided herein shall survive the expiration or termination hereof.

- 7.10 Independent Contractor. Interconnection Customer agrees that 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 the Interconnection Customer as a result of performing any work under these Terms and Conditions.
- 7.11 No Implied Waivers. The failure of the Interconnection Customer or NYISO to insist upon or enforce strict performance of any of the provisions of these Terms and Conditions 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.
- 7.12 Successors and Assigns. The obligations under these Terms and Conditions, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Interconnection Customer and NYISO and their respective successors and assigns.

IN WITNESS THEREOF, the Interconnection Customer has agreed to accept and be bound by the Terms and Conditions by its duly authorized officers or agents execution on the day and year first below written.

[Insert name of Interconnection Customer]

By: _____

Title: _____