~~Standard Large Generator~~STANDARD LARGE FACILITY INTERCONNECTION

PROCEDURES

~~Interconnection Procedures (LGIP)~~(Applicable to Generating Facilities that exceed 20

MWs~~)~~

and to Merchant Transmission Facilities)
~~including~~

~~STANDARD LARGE GENERATOR~~

~~INTERCONNECTION AGREEMENT (LGIA)~~

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Section 1. ~~Section 1.~~ Definitions.

~~**Adverse System Impact** shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise~~

Whenever used in these Large Facility Interconnection Procedures with initial capitalization, the following terms shall have the ~~safety and reliability of~~**meanings specified in this Section 1. Terms used in these procedures with initial capitalization that are not defined in this Section 1 shall have** the ~~electric system.~~**meanings specified in Section 1.0 or Attachment S of the NYISO OATT.**

Affected System shall mean an electric system other than the **transmission system owned, controlled or operated by the NYISO or the** Transmission ~~Provider's Transmission System~~**Owner** that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a **person or entity, any individual,** corporation, partnership**, firm, joint venture, association, joint-stock company, trust** or ~~other~~**unincorporated** ~~entity~~**organization**, ~~each such other corporation, partnership or other entity that~~ directly or indirectly **controlling**, ~~through one or more intermediaries, controls, is~~ controlled by, or ~~is~~ under common control with, such ~~corporation, partnership~~**person** or ~~other~~ entity. **The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.**

Ancillary Services shall mean those services that are necessary to support the transmission of ~~capacity~~**Capacity** and ~~energy~~**Energy** from resources to ~~loads~~**Loads** while maintaining reliable operation of the ~~Transmission Provider's~~**New York State** Transmission System in accordance with Good Utility Practice.

Annual Transmission Baseline Assessment shall mean an assessment conducted by the NYISO staff in cooperation with Market Participants, to identify the System Upgrade Facilities that Transmission Owners are expected to need during the time period covered by the Assessment to comply with Applicable Reliability Requirements, and reliably meet the load growth and changes in load pattern projected for the New York Control Area.

Annual Transmission Reliability Assessment shall mean an assessment, conducted by the NYISO staff in cooperation with Market Participants, to determine the System Upgrade Facilities required for each Large Generating Facility and Merchant Transmission Facility included in the Assessment to interconnect to the New York State Transmission System in compliance with Applicable Reliability Requirements and the NYISO Minimum Interconnection Standard.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority**, including but not limited to Environmental Law**.

Applicable Reliability ~~Council~~Councils shall mean the ~~reliability council applicable to~~**NERC,** the ~~Transmission System to which~~**NPCC and** the ~~Generating Facility is directly interconnected~~**NYSRC**.

Applicable Reliability Standards shall mean the requirements and guidelines of ~~NERC,~~ the Applicable Reliability ~~Council~~**Councils**, and the ~~Control Area of the~~ Transmission ~~System~~**District,** to which the ~~Generating~~**Developer's Large** Facility is directly interconnected**, as those requirements and guidelines are amended and modified and in effect from time to time; provided that no Party shall waive its right to challenge the applicability or validity of any requirement or guideline as applied to it in the context of the Large Facility Interconnection Procedures**.

Attachment Facilities shall mean the Transmission Owner's Attachment Facilities and the Developer's Attachment Facilities. Collectively, Attachment Facilities include all facilities and equipment between the Large Generating Facility or Merchant Transmission Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Large Facility to the New York State Transmission System. Attachment Facilities are sole use facilities and shall not include Stand Alone System Upgrade Facilities or System Upgrade Facilities.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by ~~the~~**NYISO,** Transmission ~~Provider~~**Owner** or **Developer; described in Section 2.3 of the Large Facility** Interconnection ~~Customer~~**Procedures**.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding ~~Federal Holidays~~**federal holidays**.

Calendar Day shall mean any day including Saturday, Sunday or a ~~Federal Holiday~~**federal holiday**.

Class Year shall mean the group of generation and merchant transmission projects included in any particular Annual Transmission Reliability Assessment, in accordance with the criteria specified for including such projects in that Assessment.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System ~~Impact~~**Reliability** Study.

Commercial Operation Date of a unit shall mean the date on which ~~Interconnection Customer~~**the Developer** commences commercial operation of the unit at the ~~Generating~~**Large** Facility after Trial Operation of such unit has been completed as confirmed in writing substantially in the form shown in Appendix E to the Standard Large Generator Interconnection Agreement.

Confidential Information shall mean any ~~confidential, proprietary or trade secret~~ information ~~of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated~~**that is defined** as confidential by **Section 13.1 of** the ~~Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise~~**Large Facility Interconnection Procedures**.

Control Area shall mean an ~~electrical~~**electric power** system or **combination of electric power** systems ~~bounded by interconnection metering and telemetry, capable of controlling~~**to which a common automatic** generation **control scheme is applied in order** to**: (1) match, at all times, the power output of the Generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the Load within the electric power system(s); (2)** maintain ~~its~~**scheduled** interchange ~~schedule~~ with other Control Areas ~~and contributing to~~**, within the limits of Good Utility Practice; (3) maintain the** frequency ~~regulation~~ of the ~~interconnection~~**electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain Operating Reserves in accordance with Good Utility Practice**. A Control Area must be certified by NERC.

Default shall mean the failure of a ~~Breaching~~ Party **in Breach of the Standard Large Facility Interconnection Agreement** to cure ~~its~~**such** Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

Developer shall mean an Eligible Customer developing a Large Generating Facility or Merchant Transmission Facility, proposing to connect to the New York State Transmission System, in compliance with the NYISO Minimum Interconnection Standard.

Developer's Attachment Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Large Generating Facility or Merchant Transmission Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System. Developer's Attachment Facilities are sole use facilities.

Dispute Resolution shall mean the procedure **described in Section 13.5 of the Large Facility Interconnection Procedures** for resolution of a dispute between the Parties ~~in which they will first attempt to resolve the dispute on an informal basis~~.

~~**Distribution System** shall mean the Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.~~

~~**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.~~

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties**.** subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency ~~Condition~~State shall mean ~~a~~**the** condition or ~~situation: (1)~~**state** that ~~in the judgement of the Party making~~ the ~~claim~~**New York State Power System** is ~~imminently likely to endanger life~~**in when an abnormal condition occurs that requires automatic** or ~~property;~~**immediate manual action to prevent** or ~~(2) that, in the case of a~~**limit loss of the New York State** Transmission ~~Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission~~ System ~~is directly connected; or (3)~~ **or Generators** that~~, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities.~~ **could adversely affect the reliability of the New York State Power** System ~~restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.~~

~~**Energy Resource Interconnection Service (ER Interconnection Service)** shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as~~

~~available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.~~**.**

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes ~~the~~ Transmission ~~Provider~~**Owner** to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791 a *et seq.* **("FPA").**

FERC shall mean the Federal Energy Regulatory Commission (**"**Commission**"**) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

Generating Facility shall mean ~~Interconnection Customer~~**Developer**'s device for the production of electricity identified in the Interconnection Request, but shall not include the ~~Interconnection Customer~~**Developer**'s ~~Interconnection~~**Attachment** Facilities.

Generating Facility Capacity shall mean the net **seasonal** capacity of the Generating Facility and the aggregate net **seasonal** capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to ~~be~~**delineate** acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over **any of** the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however,

that such term does not include ~~Interconnection Customer~~**Developer**, **NYISO** Transmission ~~Provider~~**Owner**, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the **Large** Generating **Facility or Merchant Transmission** Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the ~~Interconnection Customer~~**Developer** reasonably expects it will be ready to begin use of the Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities to obtain back feed power.

~~**Interconnection Customer** shall mean any entity, including the Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.~~

~~**Interconnection Customer's Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.~~

~~**Interconnection Facilities** shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.~~

Interconnection Facilities Study shall mean a study conducted by ~~the Transmission Provider~~**NYISO** or a third party consultant for the ~~Interconnection Customer~~**Developer** to determine a list of facilities (including Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities and ~~Network Upgrades~~**System**

Upgrade Facilities as identified in the Interconnection System **Reliability** Impact Study), the cost of those facilities, and the time required to interconnect the **Large** Generating Facility **or Merchant Transmission Facility** with the ~~Transmission Provider's~~**New York State** Transmission System. The scope of the study is defined in Section 8 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the **Large** Generating Facility ~~to the~~ **or Merchant** Transmission ~~Provider's~~**Facility to the New York State** Transmission System, the scope of which is described in Section 6 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean ~~an Interconnection Customer~~**Developer**'s request, in the form of Appendix 1 to the Standard Large ~~Generator~~**Facility** Interconnection Procedures, in accordance with the Tariff, to interconnect a new **Large** Generating Facility **or Merchant Transmission Facility to the New York State Transmission System**, or to increase the capacity of, or make a ~~Material~~**material** ~~Modification~~**modification** to the operating characteristics of, an existing **Large** Generating **Facility or Merchant Transmission** Facility that is interconnected with the **New York State** Transmission ~~Provider's Transmission~~ System.

~~**Interconnection Service** shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.~~

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System **Reliability** Impact Study, and the Interconnection Facilities Study described in the Standard Large ~~Generator~~**Facility** Interconnection Procedures.

Interconnection System Reliability Impact Study ("SRIS") shall mean an engineering study that evaluates the impact of the proposed ~~interconnection~~**Large Generation Facility or Merchant Transmission Facility** on the safety and reliability of ~~Transmission Provider's~~**the New York State** Transmission System and, if applicable, an Affected System~~. The study shall identify~~**, to determine what Attachment Facilities** and ~~detail the system impacts that would result if the Generating Facility were~~

~~interconnected without project modifications or system modifications, focusing on the Adverse~~ System ~~Impacts identified~~**Upgrade Facilities are needed for the proposed Large Generation Facility or Merchant Transmission Facility of the Developer to connect reliably to the New York State Transmission System** in ~~the~~**a manner that meets the NYISO Minimum** Interconnection ~~Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the~~ Standard ~~Large Generator~~ **. The scope of the SRIS is defined in Section 7.3 of the Large Facility** Interconnection Procedures.

Interconnection System Reliability Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures for conducting the Interconnection System **Reliability** Impact Study.

IRS shall mean the Internal Revenue Service.

~~**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.~~

Large Facility shall mean either a Large Generating Facility or a Merchant Transmission Facility.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the ~~other~~**Indemnified** Party's performance~~,~~ or non-performance of its obligations under the ~~Standard~~ Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the ~~indemnifying~~**Indemnified** Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Merchant Transmission Facility shall mean Developer's device for the transmission of electricity identified in the Interconnection Request, but shall not include Developer's Attachment Facilities. Merchant Transmission Facilities shall be those for which the Developer intends to receive approval from the Federal Energy Regulatory Commission to charge market-based rates. Merchant Transmission Facilities shall not include upgrades or additions to the New York State Transmission System for which the owner does not have market-based rate authority.

Metering Equipment shall mean all metering equipment installed or to be installed at the **Large** Generating **or Merchant Transmission** Facility pursuant to the Standard Large ~~Geneator~~**Generator** Interconnection Agreement at the metering points,

including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Minimum Interconnection Standard shall mean the reliability standard that must be met by any Large Generating Facility, or a Merchant Transmission Facility, proposing to connect to the New York State Transmission System. The Standard is designed to ensure reliable access by the proposed project to the New York State Transmission System. The Standard does not impose any deliverability test or deliverability requirement on the proposed interconnection.

NERC shall mean the North American Electric Reliability Council or its successor organization.

Network ~~Resource~~Access Interconnection Service shall mean ~~that portion of a~~**the service provided by NYISO to interconnect the Developer's Large** Generating Facility ~~that is integrated with the Transmission Provider's Transmission System, designated as a Network Resource pursuant to the terms of the Tariff, and subjected to redispatch directives as ordered by the~~ **or Merchant** Transmission ~~Provider~~**Facility to the New York State Transmission System** in accordance with the ~~Tariff.~~**Network Resource Interconnection Service (NR**~~S~~**NYISO Minimum** Interconnection **~~Service)~~** ~~shall mean an Interconnection Service that allows~~**Standard, to enable** the ~~Interconnection Customer to integrate its~~**New York State Transmission System to receive electric energy and capacity from the** Large Generating Facility ~~with the~~**or Merchant** Transmission ~~Provider's Transmission System (1) in a manner comparable to that in which~~ **Facility at** the ~~Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as all other Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.~~**Point of Interconnection, pursuant to the terms of the NYISO OATT.**

~~**Network Upgrades** shall mean the additions, modifications, and upgrades to~~

New York State Transmission System shall mean the entire New York State electric transmission system, which includes (i) the Transmission Facilities under ISO Operational Control; (ii) the Transmission ~~Provider's Transmission System required at or beyond~~**Facilities Requiring ISO Notification; and (iii) all remaining transmission facilities within** the ~~point at which the Interconnection Customer interconnects to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.~~**New York Control Area.**

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large **Facility Interconnection Procedures, or the Standard Large** Generator Interconnection Agreement or its performance.

NPCC shall mean the Northeast Power Coordinating Council or its successor organization.

NYISO shall mean the New York Independent System Operator, Inc.

NYSRC shall mean the New York State Reliability Council or its successor organization.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the ~~Interconnection Customer~~**Developer** in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large ~~Generator~~**Facility** Interconnection Procedures for conducting the Optional Interconnection Study.

Party or Parties shall mean ~~Transmission Provider~~**NYISO**, Transmission Owner, ~~Interconnection~~**or** ~~Customer~~**Developer** or any combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the ~~Interconnection Customer's Interconnection~~**Developer's Attachment** Facilities connect to the Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the ~~Interconnection~~**Attachment** Facilities connect to the ~~Transmission Provider's~~**New York State** Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by ~~the Transmission Provider~~**NYISO**.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large **Facility Interconnection Procedures or Standard Large** Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the ~~Interconnection Customer~~**Developer, NYISO** and Transmission ~~Provider~~**Owner** conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Services Tariff shall mean the NYISO Market Administration and Control Area Tariff, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff thereto.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the **Large** Generating **Facility or Merchant Transmission** Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between ~~Interconnection Customer~~**Developer** and the entity having the right to sell, lease or grant ~~Interconnection Customer~~**Developer** the right to possess or occupy a site for such purpose.

~~**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.~~

Stand Alone ~~Network Upgrades~~System Upgrade Facilities shall mean ~~Network Upgrades~~**System Upgrade Facilities** that ~~an Interconnection Customer~~**a Developer** may construct without affecting day-to-day operations of the **New York State** Transmission System during their construction. ~~Both~~**NYISO,** the Transmission ~~Provider~~**Owner** and the ~~Interconnection Customer~~**Developer** must agree as to what constitutes Stand Alone ~~Network Upgrades~~**System Upgrade Facilities** and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large ~~Generator Interconnection Agreement (LGIA)~~ ~~shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating~~ **Facility**~~, that is included in the Transmission Provider's Tariff.~~**~~Standard Large Generator~~ Interconnection Procedures (~~LGIP~~ "LFIP")** shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility **or Merchant Transmission Facility** that are included in **Attachment X of** the ~~Transmission Provider's Tariff.~~**NYISO OATT.**

Standard Large Generator Interconnection Agreement ("LGIA") shall mean the form of interconnection agreement applicable to a Interconnection Request pertaining to a Large Generating Facility, that is included in Attachment X of the NYISO OATT.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to **(I)** protect ~~(1)~~ the ~~Transmission Provider's~~**New York State** Transmission System from faults or other electrical disturbances occurring at the **Large** Generating **Facility or Merchant Transmission** Facility and (2) **protect** the **Large** Generating Facility **or Merchant Transmission Facility** from faults or other electrical system disturbances occurring on the ~~Transmission Provider's~~**New York State** Transmission System or on other delivery systems or other generating systems to which the ~~Transmission Provider's~~**New York State** Transmission System is directly connected.

System Upgrade Facilities shall mean the least costly configuration of commercially available components of electrical equipment that can be used, consistent

with good utility practice and Applicable Reliability Requirements, to make the modifications to the existing transmission system that are required to maintain system reliability due to: (i) changes in the system, including such changes as load growth and changes in load pattern, to be addressed in the form of generic generation or transmission projects; and (ii) proposed interconnections. In the case of proposed interconnection projects, System Upgrade Facilities are the modifications or additions to the existing New York State Transmission System that are required for the proposed project to connect reliably to the system in a manner that meets the NYISO Minimum Interconnection Standard.

Tariff shall mean the **NYISO Open Access** Transmission ~~Provider's~~ Tariff ~~through which open access transmission service and Interconnection Service are offered~~**("OATT")**, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean ~~an entity that~~**the public utility or authority (or its designated agent) that (i) owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff, (ii)** owns, leases or otherwise possesses an interest in the portion of the **New York State** Transmission System at the Point of Interconnection**,** and ~~may~~**(iii)** ~~be~~**is** a Party to the Standard Large Generator Interconnection Agreement ~~to the extent necessary~~.

Transmission ~~Provider~~ ~~shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission~~ **Owner** ~~when the Transmission Owner is separate from the Transmission Provider.~~**Transmission Provider's ~~Interconnection~~Attachment Facilities** shall mean all facilities and equipment owned, controlled~~,~~ or operated by the Transmission ~~Provider~~**Owner** from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities are sole use facilities and shall not include ~~Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.~~**System Upgrade Facilities or System Upgrade Facilities.**

~~**Transmission System** shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.~~

Trial Operation shall mean the period during which ~~Interconnection Customer~~**Developer** is engaged in on-site test operations and commissioning of the **Large** Generating Facility **or Merchant Transmission Facility** prior to commercial operation.

Section 2. Scope and Application.

2.1 Application of Standard Large ~~Generator~~Facility Interconnection Procedures.

Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Large Generating Facility **or Merchant Transmission Facility proposing to interconnect to the New York State Transmission System**.

2.2 Comparability.

The ~~Transmission Provider~~**NYISO** shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in ~~this LGIP~~**the Large Facility Interconnection Procedures**. ~~The~~**As described herein, the NYISO will process and analyze all Interconnection Requests with independence and impartiality, in cooperation with and with input from the Developers,** Transmission ~~Provider~~**Owners and other Market Participants. The NYISO will perform, oversee or review the Interconnection Studies to ensure compliance with the Large Facility Interconnection Procedures. The NYISO** will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all ~~Interconnection Customers~~**Developers**, whether **or not** the **Large** Generating Facilities **or Merchant Transmission** are owned by **a** Transmission ~~Provider~~**Owner**, its subsidiaries or Affiliates**,** or others.

2.3 Base Case Data.

~~Transmission Provider~~**The NYISO** shall provide base power flow, short circuit and stability databases, including all underlying assumptions~~,~~ and contingency ~~list~~**lists, to the Developer** upon request**,** subject to **NYISO** confidentiality ~~provisions~~**and infrastructure security requirements. The power flow data bases provided shall be those that the NYISO submitted with the most recent FERC Form 715 Report prior to the request. The vintage of the short circuit and stability data bases provided shall correspond to that of the power flow data bases provided**. Such databases and lists, hereinafter referred to as Base Cases, shall include all ~~(1)~~**proposed** generation ~~projects~~ and ~~(ii)~~ transmission ~~projects, including merchant transmission projects~~**facilities** that are ~~proposed~~**included in the baseline system modeled** for the **Annual** Transmission ~~System for which a transmission expansion plan has been submitted and approved by~~**Baseline Assessment conducted pursuant Attachment S to** the ~~applicable~~**NYISO** ~~authority~~**OATT**.

2.4 No Applicability to Transmission Service or Other Services.

Nothing in ~~this LGIP~~ **these Large Facility Interconnection Procedures** shall constitute a request for ~~transmission~~**Transmission** ~~service~~**Service** or

confer upon ~~an Interconnection Customer~~**a Developer** any right to receive ~~transmission~~**Transmission** ~~service~~**Service**. **Nothing in these Large Facility Interconnection Procedures shall constitute a request for, nor agreement to provide, any energy, Ancillary Services or Installed Capacity under the NYISO Services Tariff.**

Section 3. Interconnection Requests.

3.1 General.

~~An Interconnection Customer~~**A Developer** shall submit to the ~~Transmission Provider an~~**NYISO a** Interconnection Request in the form of Appendix 1 to ~~this LGIP~~ **these Large Facility Interconnection Procedures** and a refundable deposit of $10,000. The ~~Transmission Provider~~**NYISO** shall apply the deposit toward the cost of an Interconnection Feasibility Study. The ~~Interconnection Customer~~**Developer** shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The ~~Interconnection Customer~~**Developer** must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. ~~An~~**A** Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At ~~Interconnection Customer~~**Developer**'s option, **the NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer** will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. ~~Interconnection Customer~~**Developer** will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

3.2 ~~Identification~~Type of ~~Types of~~ Interconnection ~~Services~~Service.

~~At the time the Interconnection Request is submitted, Interconnection Customer must request either ER Interconnection Service or NR Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the point when an Interconnection Facility Study Agreement is executed. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.~~

3.2.1 ~~**Energy Resource**~~**The Product. The NYISO offers Network Access** Interconnection Service ~~**(ER**~~**under the Large Facility** Interconnection ~~**Service)**~~**Procedures**.

~~**3.2.1.1 The Product.** ER Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. ER Interconnection Service does not in and of itself convey any transmission service.~~

3.2.2 ~~**3.2.1.2 The Study.** The study consists~~**Studies. The Interconnection Studies conducted under the Large Facility Interconnection Procedures consist** of short circuit/fault duty, steady state (thermal and voltage) and stability analyses~~. The short circuit/fault duty analysis would~~ **designed to** identify ~~direct Interconnection~~**the Attachment Facilities and System Upgrade** Facilities required ~~and~~**for** the ~~Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output~~**reliable interconnection** of ~~the proposed Large Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting~~ Large ~~Generating Facility without requiring additional Network Upgrades.~~**Facilities to the New York State Transmission System in compliance with the NYISO Minimum Interconnection Standard.**

~~**3.2.2 Network Resource Interconnection Service (NR Interconnection Service).**~~

~~**3.2.2.1 The Product.** The Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which the Transmission Provider integrates its Generating Facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all other Network Resources. NR Interconnection Service Allows the Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis as all other existing Network Resources interconnected to the Transmission Provider's Transmission System, and to be studied as a Network~~

~~Resource on the assumption that such a designation will occur.~~

~~**3.2.2.2 The Study.** The Interconnection Study for NR Interconnection Service shall assure that the Interconnection Customer's Large Generating Facility meets the requirements for NR Interconnection Service and as a general matter, that such Large Generating Facility's interconnection is also studied with the Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission Provider's Transmission System, consistent with the Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources are displaced by the output of the Interconnection Customer's Large Generating Facility. NR Interconnection Service in and of itself does not convey any transmission service.~~

3.3 Valid Interconnection Request.

3.3.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, ~~Interconnection Customer~~**Developer** must submit all of the following: (i) a $10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of $10,000. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If ~~Interconnection Customer~~**Developer** demonstrates Site Control within the cure period specified in Section 3.3.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

The expected In-Service Date of the new Large ~~Generating~~ Facility or **proposed** increase in capacity of the existing **Large** Generating **Facility or Merchant Transmission** Facility shall be no more than the process window for the regional expansion planning period (or ~~in~~**prior to** the ~~absence~~**establishment** of a regional planning process, the process window for the ~~Transmission Provider~~**NYISO**'s expansion planning period) not to exceed seven years from the date the Interconnection Request is received by the ~~Transmission Provider~~**NYISO**, unless the

~~Interconnection Customer~~**Developer** demonstrates that engineering, permitting and construction of the new Large ~~Generating~~ Facility or increase in capacity of the existing ~~Generating~~**Large** Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by the ~~Transmission Provider~~**NYISO** by a period up to ten years, or longer where the ~~Interconnection Customer~~**Developer** and ~~Transmission Provider~~**NYISO** agree **after consultation with the Transmission Owner**, such agreement not to be unreasonably withheld.

3.3.2 Acknowledgment and Notification of Interconnection Request.

~~Transmission Provider~~**NYISO** shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement **it returns to the Developer**. **At the same time, NYISO shall forward a copy of the Interconnection Request and its acknowledgement to the Transmission Owner with whom the Developer is proposing to connect.**

3.3.3 Deficiencies in Interconnection Request.

~~An~~**A** Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by the ~~Transmission Provider~~**NYISO**. If ~~an~~**a** Interconnection Request fails to meet the requirements set forth in Section 3.3.1, the ~~Transmission Provider~~**NYISO** shall notify the ~~Interconnection Customer~~**Developer and Transmission Owner** within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. ~~Interconnection Customer~~**Developer** shall provide the ~~Transmission Provider~~**NYISO** the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. **NYISO shall promptly forward such information to the Transmission Owner.** Failure by ~~Interconnection Customer~~**Developer** to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

3.3.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, ~~Transmission Provider~~**NYISO** shall establish a date agreeable to ~~Interconnection~~

~~Customer~~**Developer and Transmission Owner** for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. **NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer** will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general ~~instability~~**stability** issues, (iii) general short circuit issues, (iv) general voltage issues, ~~and~~ (v) general reliability issues**, and (vi) general system protection issues** as may be reasonably required to accomplish the purpose of the meeting. **NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer** will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, ~~Interconnection Customer~~**Developer** shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting.

The ~~Transmission Provider~~**NYISO** will maintain on its OASIS a list of all **valid** Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected ~~InService~~**In-Service** Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the ~~type~~**identity** of ~~Interconnection Service being requested~~**the Developer**; and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of ~~Generating~~**Large** Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. The ~~list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the Transmission Provider file an unexecuted LGIA with FERC. The Transmission Provider~~**NYISO** shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports

and Optional Interconnection Study reports shall be posted to the ~~Transmission Provider's~~**NYISO** OASIS site subsequent to the meeting between the ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and ~~the~~ Transmission ~~Provider~~**Owner** to discuss the applicable study results. The ~~Transmission Provider~~**NYISO** shall also post any known deviations in the Large ~~Generating~~ Facility's In-Service Date.

3.5 Coordination with Affected Systems.

The ~~Transmission Provider~~**NYISO** will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results in its applicable Interconnection Study within the time frame specified in ~~this LGIP~~ **these Large Facility Interconnection Procedures**. The ~~Transmission Provider~~**NYISO** will ~~include~~**invite** such Affected System Operators ~~in~~**to** all meetings held with the ~~Interconnection Customer~~**Developer** as required by ~~this LGIP. The~~ **these Large Facility** Interconnection ~~Customer~~**Procedures. The Developer** will cooperate with the ~~Transmission Provider~~**NYISO** in all matters related to the conduct of studies and the determination of modifications to Affected Systems. ~~A Transmission Provider which may be an~~**An** Affected System **Operator** shall cooperate with the **NYISO and** Transmission ~~Provider~~**Owner** with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.6 Withdrawal.

The ~~Interconnection Customer~~**Developer** may withdraw its Interconnection Request at any time by written notice of such withdrawal to the ~~Transmission Provider~~**NYISO**. In addition, if the ~~Interconnection Customer~~**Developer** fails to adhere to all requirements of ~~this LGIP~~ **these Large Facility Interconnection Procedures**, except as provided in Section 13.5 (Disputes), the ~~Transmission Provider~~**NYISO** shall deem the Interconnection Request to be withdrawn and shall provide written notice to the ~~Interconnection Customer~~**Developer** of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the ~~Interconnection Customer~~**Developer** shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify the ~~Transmission Provider~~**NYISO** of its intent to pursue Dispute Resolution.

Withdrawal shall result in the loss of the ~~Interconnection Customer~~**Developer**'s Queue Position. If ~~an Interconnection Customer~~**a Developer** disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the ~~Interconnection Customer~~**Developer**'s Interconnection Request is eliminated from the queue until such time that

the outcome of Dispute Resolution would restore its Queue Position. ~~An Interconnection Customer~~**A Developer** that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to the **NYISO and** Transmission ~~Provider~~**Owner** all costs that the **NYISO and** Transmission ~~Provider~~**Owner** prudently ~~incurs~~**incur** with respect to that Interconnection Request prior to the ~~Transmission Provider's~~ receipt of notice described above. The ~~Interconnection Customer~~**Developer** must pay all monies due to the **NYISO and** Transmission ~~Provider~~**Owner** before it is allowed to obtain any Interconnection Study data or results.

The ~~Transmission Provider~~**NYISO** shall (i) update the OASIS Queue Position posting and (ii) refund to the ~~Interconnection Customer~~**Developer** any portion of the ~~Interconnection Customer's~~**Developer**'s deposit or study payments that exceeds the costs that the ~~Transmission Provider~~**NYISO** has incurred, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal, the **NYISO and** Transmission ~~Provider~~**Owner**, subject to the confidentiality provisions of Section 13.1, shall provide, at ~~Interconnection Customer~~**Developer**'s request, all information that the **NYISO and** Transmission ~~Provider~~**Owner** developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

Section 4. Queue Position.

4.1 General.

The ~~Transmission Provider~~**NYISO** shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and the ~~Interconnection Customer~~**Developer** provides such information in accordance with Section 3.3.3, then the ~~Transmission Provider~~**NYISO** shall assign the ~~Interconnection Customer~~**Developer** a Queue Position based on the date the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies ~~and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request~~. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

4.2 Clustering.

At ~~Transmission Provider~~**NYISO**'s option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System **Reliability** Impact Study.

Clustering shall be implemented on the basis of Queue Position. If ~~Transmission Provider~~**the NYISO** elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together ~~without regard to the nature of the underlying Interconnection Service, whether ER Interconnection Service or NR Interconnection Service~~. ~~Deadline~~**Deadlines** for completing all Interconnection System **Reliability** Impact Studies for which an Interconnection ~~System Impact~~ Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. ~~Transmission~~**The** ~~Provider~~**NYISO** may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large ~~Generating~~ Facility.

Clustering Interconnection System **Reliability** Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the **New York State** Transmission System~~'s~~ capabilities at the time of each study.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on the ~~Transmission Provider~~**NYISO**'s OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

4.3 Transferability of Queue Position.

~~An Interconnection Customer~~**A Developer** may transfer its Queue Position to another entity only if such entity acquires the specific ~~Generating~~**Large** Facility identified in the Interconnection Request and the Point of Interconnection does not change. **As a result of such a transfer, the acquiring entity shall become the Developer of the specific Large Facility identified in the Interconnection Request.**

4.4 Modifications.

The ~~Interconnection Customer~~**Developer** shall submit to the ~~Transmission Provider~~**NYISO**, in writing, modifications to any information provided in the

Interconnection Request. The ~~Interconnection Customer~~**Developer** shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either the ~~Interconnection Customer~~**Developer or the NYISO** or Transmission ~~Provider~~**Owner** may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the ~~proposed change~~**New York State Transmission System** to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the **NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer**, such acceptance not to be unreasonably withheld, ~~Transmission Provider~~**NYISO** shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.4, Section 7.6 and Section 8.5 as applicable and ~~Interconnection Customer~~**Developer** shall retain its Queue Position.

4.4.1 Prior to the return of the executed Interconnection System **Reliability** Impact Study Agreement to the ~~Transmission Provider~~**NYISO**, modifications permitted under this Section shall include specifically: (a) a reduction up to 60 percent (MW) of electrical output of the proposed project; (b) modifying the technical parameters associated with the Large ~~Generating~~ Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of ~~cost allocation and~~ study analysis.

4.4.2 Prior to the return of the executed Interconnection Facility Study Agreement to the ~~Transmission Provider~~**NYISO**, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease in ~~plant~~**Large Facility** size (MW), and (b) Large ~~Generating~~ Facility technical parameters associated with modifications to Large ~~Generating~~ Facility technology and transformer impedances; provided, however, the incremental **Interconnection Study** costs associated with those modifications are the responsibility of the requesting ~~Interconnection Customer~~**Developer**.

4.4.3 Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, ~~Interconnection Customer~~**Developer** may first request that the ~~Transmission Provider~~**NYISO** evaluate whether such modification is a Material

Modification. In response to ~~Interconnection Customer~~**Developer**'s request, the ~~Transmission Provider~~**NYISO** shall evaluate the proposed modifications prior to making them and inform the ~~Interconnection Customer~~**Developer** in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection shall constitute a Material Modification. The ~~Interconnection Customer~~**Developer** may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Upon receipt of ~~Interconnection Customer~~**Developer**'s request for modification permitted under this Section 4.4, the ~~Transmission Provider~~**NYISO** shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the ~~Transmission Provider~~**NYISO** commence such studies later than thirty (30) Calendar Days after receiving notice of ~~Interconnection Customer~~**Developer**'s request. Any additional studies resulting from such modification shall be done at ~~Interconnection Customer~~**Developer**'s cost.

4.4.5 Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Large ~~Generating~~ Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing.

Section 5. Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Large Generator Interconnection Procedures.

5.1 Queue Position for Pending Requests.

5.1.1 Any ~~Interconnection Customer~~**Developer** assigned a Queue Position prior to the effective date of ~~this LGIP~~ **these Large Facility Interconnection Procedures** shall retain that Queue Position.

5.1.1.1 If an Interconnection Study Agreement has not been executed as of the effective date of ~~this LGIP~~ **these Large Facility Interconnection Procedures**, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with ~~this LGIP~~ **these Large Facility Interconnection Procedures**.

5.1.1.2 If an Interconnection Study Agreement has been executed prior to the effective date of this ~~LGIP~~ **these Large Facility Interconnection Procedures**, such Interconnection Study

shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which ~~an Interconnection Customer~~**a Developer** has not signed an Interconnection Study Agreement prior to the effective date of ~~the LGIP~~ **these Large Facility Interconnection Procedures**, the ~~Transmission Provider~~**NYISO** must offer the ~~Interconnection Customer~~**Developer** the option of either continuing under the ~~Transmission Provider~~**NYISO**'s existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with this ~~LGIP~~ **these Large Facility Interconnection Procedures**.

5.1.1.3 If ~~an LGIA~~ **a Standard Large Generator Interconnection Agreement** has been submitted to the Commission for approval before the effective date of ~~the LGIP~~ **these Standard Large Facility Interconnection Procedures**, then the ~~LGIA~~ **Standard Large Generator Interconnection Agreement** would be grandfathered.

5.1.2 Transition Period.

To the extent necessary, the ~~Transmission Provider~~**NYISO** and ~~Interconnection Customers~~**Developers** with an outstanding request (i.e., an Interconnection Request for which an ~~LGIA~~ **interconnection agreement** has not been submitted to the Commission for approval as of the effective date of ~~this LGIP~~ **these Large Facility Interconnection Procedures**) shall transition to ~~this~~**these** ~~LGIP~~ **procedures** within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request" herein shall mean any Interconnection Request, on the effective date of ~~this LGIP~~ **these Large Facility Interconnection Procedures**: (i) that has been submitted but not yet accepted by the ~~Transmission Provider~~**NYISO**; (ii) where the related interconnection agreement has not yet been submitted to the Commission for approval in executed or unexecuted form, (iii) where the relevant Interconnection Study Agreements have not yet been executed, or (iv) where any of the relevant Interconnection Studies are in process but not yet completed. Any ~~Interconnection Customer~~**Developer** with an outstanding request as of the effective date of this ~~LGIP~~ **these Large Facility Interconnection Procedures** may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by the ~~Transmission~~

~~Provider~~**NYISO** to the extent consiste nt with the intent and process provided for under ~~this LGIP~~ **these Large Facility Interconnection Procedures**.

5.2 New Transmission Provider.

If the ~~Transmission Provider~~**NYISO** transfers **its** control of ~~its~~**the New York State** Transmission System to a successor ~~Transmission~~**transmission** ~~Provider~~**provider** during the period when an Interconnection Request is pending, the ~~original Transmission Provider~~**NYISO** shall transfer to the successor ~~Transmission~~**transmission** ~~Provider~~**provider** any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by ~~this LGIP~~ **these Large Facility Interconnection Procedures** shall be paid by or refunded to the ~~Interconnection~~**Developer**, as appropriate. The ~~original Transmission Provider~~**NYISO** shall coordinate with the successor ~~Transmission~~**transmission** ~~Provider~~**provider** to complete any Interconnection Study, as appropriate, that the ~~original Transmission Provider~~**NYISO** has begun but has not completed. If the ~~Transmission Provider~~**NYISO** has tendered a draft ~~LGIA to the~~ **Standard Large Generator** Interconnection ~~Customer~~**Agreement to the Developer** but the ~~Interconnection Customer~~**Developer** has not either executed ~~the LGIA~~ **that interconnection agreement** or requested the filing of an unexecuted ~~LGIA~~ **Standard Large Generator Interconnection Agreement** with FERC, unless otherwise provided, the ~~Interconnection Customer~~**Developer** may elect to complete negotiations with the ~~Transmission Provider~~**NYISO** or the successor ~~Transmission~~**transmission** ~~Provider~~**provider**.

Section 6. Interconnection Feasibility Study.

6.1 Interconnection Feasibility Study Agreement.

Simultaneously with the acknowledgement of a valid Interconnection Request the ~~Transmission Provider~~**NYISO** shall provide to ~~Interconnection Customer~~**Developer and Transmission Owner** an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that ~~Interconnection Customer~~**Developer** is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting ~~Interconnection Customer~~**Developer** shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Within five (5) Business Days following the ~~Transmission Provider~~**NYISO**'s receipt of such designation, ~~Transmission Provider~~**NYISO** shall tender to ~~Interconnection Customer~~**Developer** the Interconnection Feasibility Study Agreement

signed by **NYISO and** Transmission ~~Provider~~**Owner**, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The ~~Interconnection Customer~~**Developer** shall execute and deliver to the ~~Transmission Provider~~**NYISO** the Interconnection Feasibility Study Agreement along with a $10,000 deposit no later than thirty (30) Calendar Days after its receipt.

On or before the return of the executed Interconnection Feasibility Study Agreement to the ~~Transmission Provider~~**NYISO**, the ~~Interconnection Customer~~**Developer** shall provide the technical data called for in Appendix 1, Attachment A.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either ~~Interconnection Customer~~**Developer** or Transmission ~~Provider~~**Owner and NYISO**, and acceptable to the other **Parties**, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and Re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if the **NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer** cannot agree on the substituted Point of Interconnection, then ~~Interconnection Customer~~**Developer** may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the **New York State** Transmission System**. The Interconnection Feasibility Study shall be conducted in accordance with Applicable Reliability Standards**.

The Interconnection Feasibility Study will consider the Base Case ~~as well as~~**and, if not already included in the Base Case,** all Generating **and Merchant Transmission** Facilities (and with respect to (iii), any identified ~~Network Upgrades~~**System Upgrade Facilities**) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the **New York State** Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the **New York State** Transmission System; and (iv) have no Queue Position but have executed ~~an LGIA~~**a Standard Large Generator Interconnection Agreement** or requested that an unexecuted ~~LGIA~~**Standard Large Generator Interconnection Agreement** be filed with FERC. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis.

The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

6.3 Interconnection Feasibility Study Procedures.

The ~~Transmission Provider~~**NYISO** shall utilize existing studies to the extent practicable when it performs the study. The ~~Transmission Provider~~**NYISO** shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after the ~~Transmission Provider~~**NYISO** receives the fully executed Interconnection Feasibility Study Agreement. At the request of the ~~Interconnection Customer~~**Developer** or at any time the ~~Transmission Provider~~**NYISO** determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, ~~Transmission Provider~~**NYISO** shall notify the ~~Interconnection Customer~~**Developer** as to the schedule status of the Interconnection Feasibility Study. If the ~~Transmission Provider~~**NYISO** is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the ~~Interconnection Customer~~**Developer** and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the ~~Transmission Provider~~**NYISO** shall provide the ~~Interconnection Customer~~**Developer** supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

6.3.1 Study Report Meeting ~~with Transmission Provider~~**.**

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to ~~Interconnection Customer~~**, Developer, the NYISO and** Transmission ~~Provider and Interconnection Customer~~**Owner** shall meet **with Developer** to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If ~~Re-Study~~**the NYISO determines that re-study** of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 ~~Transmission Provider~~**NYISO** shall notify ~~Interconnection Customer~~**Developer** in writing. Such ~~Re~~**re**-~~Study~~**study** shall take not longer than forty-five (45) Calendar Days from the date of the notice. Any cost of ~~Re~~**re**-~~Study~~**study** shall be borne by the ~~Interconnection Customer~~**Developer** being re-studied.

Section 7. Interconnection System Reliability Impact Study.

7.1 Interconnection System Reliability Impact Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4, simultaneously with the delivery of the Interconnection Feasibility Study to the ~~Interconnection Customer~~**Developer**, the ~~Transmission Provider~~**NYISO** shall provide to the ~~Interconnection Customer~~**Developer and Transmission Owner** an Interconnection System **Reliability** Impact Study Agreement in the form of Appendix 3 to ~~this LGIP~~ **these Large Facility Interconnection Procedures**. The Interconnection System **Reliability** Impact Study Agreement shall provide that the ~~Interconnection Customer~~**Developer** shall compensate the **NYISO and** Transmission ~~Provider~~**Owner** for the actual cost of the ~~Interconnection System Impact Study~~**SRIS**. Within three (3) Business Days following the Interconnection Feasibility Study results meeting, the ~~Transmission Provider~~**NYISO** shall provide to ~~Interconnection Customer~~**Developer** a non-binding good faith estimate of the cost and timeframe for completing the ~~Interconnection System Impact Study~~**SRIS**.

7.2 Execution of Interconnection System Reliability Impact Study Agreement.

The ~~Interconnection Customer~~**Developer** shall execute the Interconnection System **Reliability** Impact Study Agreement and deliver the executed Interconnection System **Reliability** Impact Study Agreement to the ~~Transmission Provider~~**NYISO** no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a $50,000 deposit.

If the ~~Interconnection Customer~~**Developer** does not provide all such technical data when it delivers the Interconnection System **Reliability** Impact Study Agreement, the ~~Transmission Provider~~**NYISO** shall notify the ~~Interconnection Customer~~**Developer** of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System **Reliability** Impact Study Agreement and the ~~Interconnection Customer~~**Developer** shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System **Reliability** Impact Study Agreement or deposit.

If the Interconnection System **Reliability** Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either ~~Interconnection Customer~~**Developer** or Transmission ~~Provider~~**Owner and NYISO**, and acceptable to the other **Parties**, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue

Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section ~~7.6,~~**7.2,** if the **NYISO,** Transmission ~~Provider~~**Owner** and ~~Interconnection Customer~~**Developer** cannot agree on the substituted Point of Interconnection, then ~~Interconnection Customer~~**Developer** may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

7.3 Scope of Interconnection System Reliability Impact Study.

The Interconnection System **Reliability** Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the **New York State** Transmission System. The Interconnection System **Reliability** Impact Study **shall be conducted in accordance with Applicable Reliability Standards. The SRIS** will consider the Base Case ~~as well as~~**, and if not already included in the Base Case,** all Generating **and Merchant Transmission** Facilities (and with respect to (iii) below, any identified ~~Network Upgrades~~**System Upgrade Facilities** associated with such higher queued interconnection) that, on the date the ~~Interconnection System Impact Study~~**SRIS** is commenced: (i) are directly interconnected to the **New York State** Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the **New York State** Transmission System; and (iv) have no Queue Position but have executed ~~an LGIA~~**a Standard Large Generator Interconnection Agreement** or requested that an unexecuted ~~LGIA~~**Standard Large Generator Interconnection Agreement** be filed with FERC.

The Interconnection System **Reliability** Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The ~~Interconnection System Impact Study~~**SRIS** will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested ~~interconnection service~~**Network Access Interconnection Service**, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The ~~Interconnection System Impact Study~~**SRIS** will provide a list of facilities that are required as a result of the Interconnection Request and a nonbinding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct. **The NYISO Operating Committee shall approve the specific study scope proposed for each Interconnection System Reliability Impact Study.**

7.4 Interconnection System Reliability Impact Study Procedures.

The ~~Transmission Provider~~**NYISO** shall coordinate the Interconnection System **Reliability** Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.5 above. The ~~Transmission Provider~~**NYISO** shall utilize existing studies to the extent practicable when it performs the study. The ~~Transmission Provider~~**NYISO** shall use Reasonable Efforts to complete the ~~Interconnection System Impact Study~~**SRIS** within ninety (90) Calendar Days after the receipt of the **fully executed** Interconnection System **Reliability** Impact Study Agreement ~~or notification to proceed~~, study payment, and technical data. If ~~Transmission Provider~~**NYISO** uses Clustering, the ~~Transmission Provider~~**NYISO** shall use Reasonable Efforts to deliver a completed ~~Interconnection System Impact Study~~**SRIS** within ninety (90) Calendar Days after the close of the Queue Cluster Window. **The NYISO Operating Committee shall approve each final Interconnection System Reliability Impact Study.**

At the request of the ~~Interconnection Customer~~**Developer** or at any time the ~~Transmission Provider~~**NYISO** determines that it will not meet the required time frame for completing the Interconnection System **Reliability** Impact Study, ~~Transmission Provider~~**NYISO** shall notify the ~~Interconnection Customer~~**Developer** as to the schedule status of the ~~Interconnection System Impact Study~~**SRIS**. If the ~~Transmission Provider~~**NYISO** is unable to complete the Interconnection System **Reliability** Impact Study within the time period, it shall notify the ~~Interconnection Customer~~**Developer** and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, the ~~Transmission Provider~~**NYISO** shall provide the ~~Interconnection Customer~~**Developer** all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the ~~Interconnection System Impact Study~~**SRIS**, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Study Report Meeting ~~with Transmission Provider~~.

Within ten (10) Business Days of providing an Interconnection System **Reliability** Impact Study report to ~~Interconnection Customer~~**Developer**, **NYISO and** Transmission ~~Provider and Interconnection Customer~~**Owner** shall meet **with Developer** to discuss the results of the Interconnection System **Reliability** Impact Study.

7.6 Re-Study.

If ~~Re-Study~~**the NYISO determines that re-study** of the Interconnection System **Reliability** Impact Study is required due to a higher queued project

dropping out of the queue, a modification of a higher queued project subject to 4.4, or re-designation of the Point of Interconnection pursuant to Section ~~6.1 Transmission Provider~~**6.1, NYISO** shall notify ~~Interconnection Customer~~**Developer** in writing. Such ~~Re~~**re**-~~Study~~**study** shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of ~~Re~~**re**-~~Study~~**study** shall be borne by the ~~Interconnection Customer~~**Developer** being restudied.

Section 8. Interconnection Facilities Study.

8.1 Interconnection Facilities Study Agreement.

~~Simultaneously with~~**Upon** the ~~delivery~~**NYISO Operating Committee approval** of the Interconnection System **Reliability** Impact Study ~~to~~**of** the ~~Interconnection Customer~~**Developer**, the ~~Transmission Provider~~**NYISO** shall provide to the ~~Interconnection Customer~~**Developer and Transmission Owner** an Interconnection Facilities Study Agreement in the form of Appendix 4 to ~~this LGIP~~ **these Large Facility Interconnection Procedures**. The Interconnection Facilities Study Agreement shall provide that the ~~Interconnection Customer~~**Developer** shall compensate the **NYISO and** Transmission ~~Provider~~**Owner** for the actual cost of the Interconnection Facilities Study. Within three (3) Business Days following the Interconnection System **Reliability** Impact Study results meeting, the ~~Transmission Provider~~**NYISO** shall provide to ~~Interconnection Customer~~**Developer** a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. The ~~Interconnection Customer~~**Developer** shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the ~~Transmission Provider~~**NYISO** within thirty (30) Calendar Days after its receipt, together with the required technical data and the greater of $100,000 or ~~Interconnection Customer~~**Developer**'s portion of the estimated monthly cost of conducting the Interconnection Facilities Study.

8.1.1 ~~Transmission Provider~~**NYISO** shall invoice ~~Interconnection Customer~~**Developer** on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. ~~Interconnection Customer~~**Developer** shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. ~~Transmission Provider~~**NYISO** shall continue to hold the amounts on deposit until settlement of the final invoice.

8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study for a Class Year of Developers, as that Class Year is determined in accordance with Attachment S of the NYISO OATT, shall be performed concurrently as a combined

Interconnection Facilities Study for that Class Year to fulfill the requirements of this Section 8, and the requirements of the Annual Transmission Reliability Assessment called for by Attachment S.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System **Reliability** Impact Study in accordance with Good Utility Practice to physically and electrically connect the ~~Interconnection~~**Large** Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission ~~Provider~~**Owners**'~~s~~ ~~Interconnection~~**Attachment** Facilities and ~~Network Upgrades~~**System Upgrade Facilities** necessary to accomplish the interconnection **of the Class Year**; and an estimate of the time required to complete the construction and installation of such facilities.

8.3 Interconnection Facilities Study Procedures.

The ~~Transmission Provider~~**NYISO** shall coordinate the **Class Year** Interconnection Facilities Study with **the Transmission Owners and** any Affected System pursuant to Section 3.5 above. The ~~Transmission Provider~~**NYISO** shall utilize existing studies to the extent practicable in performing the **Class Year** Interconnection Facilities Study. The ~~Transmission Provider~~**NYISO shall follow the procedures set forth in Attachment S of the NYISO OATT and** shall use Reasonable Efforts to complete the study and issue a ~~draft~~**Class Year** Interconnection Facilities Study report to the ~~Interconnection Customer~~**Developers** within the ~~following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/-20 percent cost estimate contained~~**timeframe called for** in ~~the report; or one hundred eighty (180) Calendar Days, if the Interconnection Customer requests a +/-10 percent cost estimate~~**Attachment S**.

At the request of the ~~Interconnection Customer~~**Developer** or at any time the ~~Transmission Provider~~**NYISO** determines that it will not meet the required time frame for completing the **Class Year** Interconnection Facilities Study, ~~Transmission Provider~~**NYISO** shall notify the ~~Interconnection Customer~~**Developers** as to the schedule status of the Interconnection Facilities Study. If the ~~Transmission Provider~~**NYISO** is unable to complete the **Class Year** Interconnection Facilities Study and issue a ~~draft Interconnection Facilities Study~~**cost allocation** report within the time required, it shall notify the ~~Interconnection Customer~~**Developers** and provide an estimated completion date and an explanation of the reasons why additional time is required.

~~The Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the Transmission Provider, which the Transmission Provider shall include in the final report. The Transmission Provider shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The Transmission Provider may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments require the Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report.~~ Upon request, the ~~Transmission Provider~~**NYISO** shall provide the ~~Interconnection Customer~~**Developer** supporting documentation, workpapers, and databases or data developed in the preparation of the **Class Year** Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

8.4 Study Report Meeting ~~with Transmission Provider~~.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to ~~Interconnection Customer,~~**Class Year Developers, NYISO and** Transmission ~~Provider and Interconnection Customer~~**Owners** shall meet **with Developers** to discuss the results of the **Class Year** Interconnection Facilities Study.

8.5 Re-Study.

If ~~Re-Study~~**re-study** of the **Class Year** Interconnection Facilities Study **and cost allocation report** is required ~~due to a higher queued project dropping out of the queue or a modification of a higher queued project~~ pursuant to Section ~~4.4, Transmission Provider~~**IV.F.8 and Section IV.F.9 of Attachment S, NYISO** shall so notify ~~Interconnection Customer~~**Developers and conduct such re-study** in ~~writing. Such Re-Study shall take no longer than sixty (60) Calendar Days from~~**accordance with** the ~~date~~**requirements** of ~~notice~~**Attachment S**. Any cost of ~~Re~~**re**-~~Study~~**study** shall be borne by the ~~Interconnection Customer~~**Developers** being re-studied.

Section 9. Engineering & Procurement ("E&P") Agreement.

Prior to executing ~~an LGIA, an~~**a Standard Large Generator** Interconnection ~~Customer~~**Agreement, a Developer** may, in order to advance the implementation of its interconnection, request and Transmission ~~Provider~~**Owner** shall offer the ~~Interconnection Customer~~**Developer**, an E&P Agreement that authorizes the Transmission ~~Provider~~**Owner** to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, the Transmission ~~Provider~~**Owner** shall not be obligated to offer an E&P Agreement if ~~Interconnection Customer~~**Developer** is in Dispute Resolution as a result of an allegation that ~~Interconnection Customer~~**Developer** has failed to meet any milestones or comply with any prerequisites specified in other parts of ~~the LGIP~~ **these Large Facility Interconnection Procedures**. The E&P Agreement is an optional procedure and it will not alter the ~~Interconnection Customer~~**Developer**'s Queue Position or In-Service Date. The E&P Agreement shall provide for the ~~Interconnection Customer~~**Developer** to pay the cost of all activities authorized by the ~~Interconnection Customer~~**Developer** and to make advance payments or provide other satisfactory security for such costs.

The ~~Interconnection Customer shall~~**Developer shall, in accordance with Attachment S to the NYISO OATT,** pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If ~~Interconnection Customer~~**Developer** withdraws its application for interconnection or either party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, ~~Interconnection Customer~~**Developer** shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission ~~Provider~~**Owner** may elect: (i) to take title to the equipment, in which event Transmission ~~Provider~~**Owner** shall refund ~~Interconnection Customer~~**Developer** any amounts paid by ~~Interconnection Customer~~**Developer** for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to ~~Interconnection Customer~~**Developer**, in which event ~~Interconnection Customer~~**Developer** shall pay any unpaid balance and cost of delivery of such equipment.

Section 10. Optional Interconnection Study.

10.1 Optional Interconnection Study Agreement.

~~On or after the date when the Interconnection Customer receives~~**Upon the initiation of a Developer's** Interconnection System **Reliability** Impact Study ~~results~~, the ~~Interconnection Customer~~**Developer** may request, and the

~~Transmission Provider~~**NYISO** shall perform **concurrently with that SRIS** a reasonable number of Optional Studies. The request shall describe the assumptions that the ~~Interconnection Customer~~**Developer** wishes the ~~Transmission Provider~~**NYISO** to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the ~~Transmission Provider~~**NYISO** shall provide to the ~~Interconnection Customer~~**Developer** an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the ~~Interconnection Customer~~**Developer** must provide for each phase of the Optional Interconnection Study, (ii) specify ~~Interconnection Customer~~**Developer**'s assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case ~~and assumptions as to the type of interconnection service for Interconnection Requests remaining in the Optional Interconnection Study case~~, and (iii) the ~~Transmission Provider~~**NYISO**'s estimate of the cost of the Optional Interconnection Study. To the extent known by the ~~Transmission Provider~~**NYISO**, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, the ~~Transmission Provider~~**NYISO** shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The ~~Interconnection Customer~~**Developer** shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a $10,000 deposit to the ~~Transmission Provider~~**NYISO**.

10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the ~~Interconnection Customer~~**Developer** in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities and the ~~Network Upgrades~~**System Upgrade Facilities**, and the estimated cost thereof, that may be required to provide ~~transmission service or~~**Network Access** Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. The ~~Transmission Provider~~**NYISO** shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of ~~Interconnection Services~~**options** that are being studied. The ~~Transmission Provider~~**NYISO**

shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the ~~Transmission Provider~~**NYISO** within ten (10) Business Days of ~~Interconnection Customer~~**Developer** receipt of the Optional Interconnection Study Agreement. The ~~Transmission Provider~~**NYISO** shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If the ~~Transmission Provider~~**NYISO** is unable to complete the Optional Interconnection Study within such time period, it shall notify the ~~Interconnection Customer~~**Developer** and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to the ~~Transmission Provider~~**NYISO** or refunded to the ~~Interconnection Customer~~**Developer**, as appropriate. Upon request, the ~~Transmission Provider~~**NYISO** shall provide the ~~Interconnection Customer~~**Developer** supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

Section 11. Standard Large Generator Interconnection Agreement (LGIA).

11.1 Tender.

Simultaneously with the ~~issuance of the draft Interconnection Facilities Study report to~~**completion of the Developer decision process described in Section IV.F.10 of OATT Attachment S and acceptance by** the ~~Interconnection Customer~~**Developer of its Attachment S cost allocation**, the **NYISO and** Transmission ~~Provider~~**Owner** shall tender to the Generator a draft ~~LGIA~~**Standard Large Generator Interconnection Agreement** together with draft appendices completed to the extent practicable. The draft ~~LGIA~~ **Standard Large Generator Interconnection Agreement** shall be in the form of the ~~Transmission Provider~~**NYISO**'s Commission-approved ~~standard form LGIA~~ **Standard Large Generator Interconnection Agreement**, which is in Appendix ~~6.~~**6 to this Attachment X.** Within thirty (30) Calendar Days after the ~~issuance of the draft Interconnection Facilities Study Report~~**initial tender**, the **NYISO and** Transmission ~~Provider~~**Owner** shall tender the completed draft LGIA appendices.

11.2 Negotiation.

Notwithstanding Section 11.1, at the request of the ~~Interconnection Customer~~**Developer** the **NYISO and** Transmission ~~Provider~~**Owner** shall begin negotiations with the ~~Interconnection Customer~~**Developer** concerning the **LGIA and its** appendices ~~to the LGIA~~ at any time after the ~~Interconnection Customer~~**Developer** executes the Interconnection Facilities Study Agreement. The **NYISO,** Transmission ~~Provider~~**Owner** and the ~~Interconnection Customer~~**Developer** shall negotiate concerning any disputed provisions of the ~~appendices to the~~ draft LGIA **and its appendices** for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If the ~~Interconnection Customer~~**Developer** determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the LGIA pursuant to Section 11.1 and request submission of the unexecuted LGIA ~~with~~**to** FERC or initiate Dispute Resolution procedures pursuant to Section 13.5. If the ~~Interconnection Customer~~**Developer** requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the ~~Interconnection Customer~~**Developer** has not executed the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty days of tender of completed draft of the LGIA appendices, it shall be deemed to have withdrawn its Interconnection Request. The **NYISO and** Transmission ~~Provider~~**Owner** shall provide to the ~~Interconnection Customer~~**Developer** a final LGIA within fifteen (15) Business Days after the completion of the negotiation process.

11.3 Execution and Filing.

Within fifteen (15) Business Days after receipt of the final LGIA, the ~~Interconnection Customer~~**Developer** shall provide the **NYISO and** Transmission ~~Provider~~**Owner** (A) reasonable evidence ~~that~~**of** continued Site Control or (B) posting of $250,000, non-refundable additional security **with the Transmission Owner**, which shall be applied toward future construction costs. At the same time, ~~Interconnection Customer~~**Developer** also shall provide **the NYISO and Transmission Owner** reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at the ~~Interconnection Customer~~**Developer** election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of

electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

The ~~Interconnection Customer~~**Developer** shall either: (i) execute two originals of the tendered ~~LGIA~~ **Standard Large Generator Interconnection Agreement** and return them to the **NYISO and** Transmission ~~Provider~~**Owner**; or (ii) request in writing that the **NYISO and** Transmission ~~Provider~~**Owner** file with FERC an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two executed originals of the tendered LGIA (if it does not conform with a Commission-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the **NYISO and** Transmission ~~Provider~~**Owner** shall file the LGIA with FERC~~, together with~~**. The Transmission Owner will draft the portions of the LGIA and appendices that are in dispute and assume the burden of justifying any departure from the pro forma LGIA and appendices. The Transmission Owner will provide** its explanation of any matters as to which the ~~Interconnection Customer and the Transmission Provider~~**Parties** disagree and support for the costs that the Transmission ~~Provider~~**Owner** proposes to charge to the ~~Interconnection Customer~~**Developer** under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the Transmission ~~Provider~~**Owner** for the Interconnection Request**. The NYISO will provide in the filing any comments it has on the unexecuted agreement, including any alternative positions, it may have with respect to the disputed provisions**. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission action.

11.4 Commencement of Interconnection Activities.

If the ~~Interconnection Customer~~**Developer** executes the final ~~LGIA~~ **Standard Large Generator Interconnection Agreement**, the **NYISO,** Transmission ~~Provider~~**Owner** and the ~~Interconnection Customer~~**Developer** shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by FERC. Upon submission of an unexecuted LGIA~~, both Interconnection Customer and Transmission Provider~~ **in accordance with Section 11.3, the Parties** shall promptly comply with the unexecuted LGIA, subject to modification by FERC.

Section 12. Construction of Transmission ~~Provider's Interconnection~~Owner's Attachment Facilities and ~~Network~~System ~~Upgrades~~Facilities.

12.1 Schedule.

The Transmission ~~Provider~~**Owner** and the ~~Interconnection Customer~~**Developer** shall negotiate in good faith concerning a schedule

for the construction of the Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities and the ~~Network Upgrades~~**System Upgrade Facilities**.

12.2 Construction Sequencing.

12.2.1 General

In general, the In-Service ~~Date of an Interconnection Customers~~**Dates of the Developers in each Class Year** seeking interconnection to the **New York State** Transmission System will determine the sequence of construction of ~~Network Upgrades~~**System Upgrade Facilities**.

12.2.2 Advance Construction of ~~Network Upgrades~~System Upgrade Facilities that are an Obligation of an Entity other than the ~~Interconnection Customer~~Developer

~~An~~**A Developer with a Standard Large Facility** Interconnection ~~Customer with an LGIA~~ **Agreement**, in order to maintain its In-Service Date, may request that the Transmission ~~Provider~~**Owner** advance to the extent necessary the completion of ~~Network Upgrades~~**System Upgrade Facilities** that: (i) were assumed in the Interconnection Studies for such ~~Interconnection Customer~~**Developer**, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the ~~Interconnection Customer~~**Developer** that is seeking interconnection to the **New York State** Transmission System, in time to support such In-Service Date. Upon such request, Transmission ~~Provider~~**Owner** will use Reasonable Efforts to advance the construction of such ~~Network Upgrades~~**System Upgrade Facilities** to accommodate such request; provided that the ~~Interconnection Customer~~**Developer** commits **in writing** to pay Transmission ~~Provider: (i)~~**Owner** any associated expediting costs ~~and (ii) the cost of such Network Upgrades~~.

~~The Transmission Provider will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Provider has not refunded to the Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. The Transmission Provider shall forward to the Interconnection~~

~~Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Transmission Provider then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA~~

12.2.3 Advancing Construction of ~~Network Upgrades~~System Upgrade Facilities that are Part of an Expansion Plan of the NYISO or Transmission ~~Provider~~Owner

~~An~~**A Developer with an Standard Large Facility** Interconnection ~~Customer with an LGIA~~**Agreement**, in order to maintain its In-Service Date, may request that the Transmission ~~Provider~~**Owner** advance to the extent necessary the completion of ~~Network Upgrades~~**System Upgrade Facilities** that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of the **NYISO or** Transmission ~~Provider~~**Owner**, in time to support such In-Service Date. Upon such request, Transmission ~~Provider~~**Owner** will use Reasonable Efforts to advance the construction of such ~~Network Upgrades~~**System Upgrade Facilities** to accommodate such request; provided that the ~~Interconnection Customer~~**Developer** commits **in writing** to pay Transmission ~~Provider~~**Owner** any associated expediting costs. ~~The Interconnection Customer shall be entitled to transmission credits, if any, for any expediting costs paid.~~

12.2.4 Amended Interconnection System Reliability Impact Study

An Interconnection System **Reliability** Impact Study will be amended to determine the facilities necessary to support the requested ~~In~~Service**In-Service** Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested In-Service Date.

Section 13. Miscellaneous.

13.1 Confidentiality.

~~Confidential Information shall include, without limitation, all~~

Certain information ~~relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied~~**exchanged** by ~~either of~~ the Parties ~~to the other prior to~~**during** the ~~execution of an LGIA.~~

~~Information is~~**administration of these Large Facility Interconnection Procedures shall constitute confidential information ("Confidential Information") and shall be subject to this Section 13.1.**

The following shall constitute Confidential Information ~~only if it is clearly designated or marked in writing~~**: (1) any non-public information that is treated** as confidential ~~on~~ **by** the ~~face of~~**disclosing Party and which** the ~~document, or, if~~**disclosing Party identifies as Confidential Information in writing at** the ~~information is conveyed orally or by inspection, if~~**time, or promptly after** the ~~Party providing the~~ **time, of disclosure; or (2)** information ~~orally informs the Party receiving the information that the information is confidential.~~**designated as Confidential Information by the NYISO Code of Conduct contained in Attachment F to the NYISO OATT.**

If requested by either Party **receiving information**, the ~~other~~ Party **supplying information** shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the ~~LGIA~~ **Standard Large Generator Interconnection Agreement**; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the ~~LGIA~~ **Standard Large Generator Interconnection Agreement**. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information

~~Neither~~**No** Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, or to parties who may be or considering providing financing to or equity participation with ~~Interconnection Customer~~**Developer**, or to potential purchasers or assignees of ~~Interconnection Customer~~**Developer**, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to ~~the other~~**another** Party. The disclosure by each Party to the other ~~Party~~**Parties** of Confidential Information shall not be deemed a waiver by ~~either~~**any** Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties

By providing Confidential Information, ~~neither~~**no** Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, ~~neither~~**no** Party obligates itself to provide any particular information or Confidential Information to the other ~~Party~~**Parties** nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other ~~Party~~**Parties** under these procedures or its regulatory requirements**, including the NYISO OATT and NYISO Services Tariff. The NYISO shall, in all cases, treat the information it receives in accordance with the requirements of Attachment F to the NYISO OATT.**

13.1.6 Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires ~~either~~**any** Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other ~~Party~~**Parties** with prompt notice of such request(s) or requirement(s) so that the other ~~Party~~**Parties** may seek an appropriate protective order or waive compliance with the terms of the ~~LGIA~~**Standard Large Generator Interconnection Agreement**. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for ~~the other~~**another** Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other ~~Party~~**Parties** shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to FERC or its Staff

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to ~~the LGIP~~ **these Large Facility Interconnection Procedures or the NYISO OATT**, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must,

consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other ~~Party~~**Parties** prior to the release of the Confidential Information to the Commission or its staff. The Party shall notify the other ~~Party~~**Parties** to the LGIA when its is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112. **A Party shall not be liable for any losses, consequential or otherwise, resulting from that Party divulging Confidential Information pursuant to a FERC request under this paragraph.**

13.1.9 Subject to the exception in Section 13.1.8, ~~any information that a Party claims is competitively sensitive, commercial or financial information ("~~**no Party shall disclose** Confidential Information~~") shall not be disclosed by the other Party~~ to any person not employed or retained by the ~~other~~ Party **possessing the Confidential Information**, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the ~~other~~**supplying** Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under ~~this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional~~**these Large Facility Interconnection Procedures**, ~~regional~~**the NYISO OATT** or ~~national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential~~**NYISO Services Tariff**. Prior to any disclosures of ~~the other~~**a** Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other ~~Party~~**Parties** in writing and agrees to assert confidentiality and cooperate with the other ~~Party~~**Parties** in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 The **NYISO and** Transmission ~~Provider~~**Owner** shall, at ~~Interconnection Customer~~**Developer**'s election, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

The ~~Transmission Provider~~**NYISO** may use the services of subcontractors as it deems appropriate to perform its obligations under ~~this LGIP~~ **these Large Facility Interconnection Procedures**. ~~Transmission~~**The** ~~Provider~~**NYISO** shall remain primarily liable to the ~~Interconnection Customer~~**Developer** for the performance of such subcontractors and compliance with its obligations ~~of this LGIP~~ **under these Large Facility Interconnection Procedures**. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs.

~~Transmission Provider~~**NYISO** shall charge and ~~Interconnection Customer~~**Developer** shall pay the actual costs of the Interconnection Studies **incurred by the NYISO and Transmission Owner. If a number of Interconnection Studies are conducted concurrently, as a combined study, each Developer shall pay an equal share of the actual cost of the combined study**. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to ~~Interconnection Customer~~**Developer** or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. ~~Interconnection Customer~~**Developer** shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. ~~The~~**Neither the NYISO nor** Transmission ~~Provider~~**Owner** shall ~~not~~ be obligated to perform or continue to perform any studies unless ~~Interconnection Customer~~**Developer** has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the ~~Interconnection Customer~~**Developer** receives notice pursuant to Sections 6.3, 7.4 or 8.3 that the ~~Transmission~~

~~Provider~~**NYISO** will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the ~~Interconnection Customer~~**Developer** receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the ~~Interconnection Customer~~**Developer** may ~~require~~**request** the ~~Transmission Provider~~**NYISO** to utilize a **consultant or other** third party ~~consultant~~ reasonably acceptable to ~~Interconnection Customer~~**Developer** and ~~Transmission Provider~~**NYISO** to perform such Interconnection Study under the direction of the ~~Transmission Provider~~**NYISO**. At other times, ~~Transmission~~**the** ~~Provider~~**NYISO** may also utilize a **Transmission Owner or other** third party ~~consultant~~ to perform such Interconnection Study, either in response to a general request of the ~~Interconnection Customer~~**Developer**, or on its own volition.

In all cases, use of a third party ~~consultant~~ shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the ~~Transmission Provider~~**NYISO** determines that doing so will help maintain or accelerate the study process for the ~~Interconnection Customer~~**Developer**'s pending Interconnection Request and not interfere with the ~~Transmission Provider~~**NYISO**'s progress on Interconnection Studies for other pending Interconnection Requests. In cases where the ~~Interconnection Customer~~**Developer** requests **to** use ~~of~~ a third party ~~consultant~~ to perform such Interconnection Study, ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner** shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. ~~Transmission~~**The** ~~Provider~~**NYISO** shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon ~~Interconnection Customer~~**Developer**'s request subject to the confidentiality provision in Section 13.1. In any case, such third party contract may be entered into with either the ~~Interconnection Customer~~**Developer** or the ~~Transmission Provider~~**NYISO** at the ~~Transmission Provider~~**NYISO**'s discretion. **If a Developer enters into a third party study contract, Developer shall provide the study to NYISO and the Transmission Owner for review, and such third party study contract shall provide for reimbursement by Developer of NYISO's and Transmission Owner's actual cost of participating in and reviewing the study.** In the case of (iii) **above in this Section 13.4,** the ~~Interconnection Customer~~**Developer** maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party ~~consultant~~ shall be required to comply with ~~this LGIP~~ **these Large Facility Interconnection Procedures**, Article 26 of the LGIA (Subcontractors), and the relevant **NYISO** OATT procedures and protocols as would apply if the ~~Transmission Provider~~**NYISO** were to conduct the Interconnection Study

and shall use the information provided to it solely for purposes of performing such services and for no other purposes. The **NYISO and** Transmission ~~Provider~~**Owner** shall cooperate with such third party ~~consultant~~ and ~~Interconnection Customer~~**Developer** to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

In the event ~~either~~**any** Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, ~~the LGIP~~ **these Standard Large Facility Interconnection Procedures**, or their performance **(a "Dispute")**, such Party ~~(the "disputing Party")~~ shall provide the other ~~Party~~**Parties** with written notice of the ~~dispute or claim~~**Dispute** ("Notice of Dispute"). Such ~~dispute or claim~~**Dispute** shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other ~~Party~~**Parties**. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other ~~Party~~**Parties**'~~s~~ receipt of the Notice of Dispute, such ~~claim or dispute~~**Dispute** may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such ~~claim or dispute~~**Dispute** to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of ~~this LGIA~~ **the Standard Large Generator Interconnection Agreement**.

13.5.2 External Arbitration Procedures.

Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the ~~dispute~~**Dispute** to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The ~~two~~ arbitrators so chosen shall within twenty (20) Calendar Days select ~~a third arbitrator~~**one of them** to chair the arbitration panel. In ~~either~~**each** case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the

Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and ~~LGIP~~ **LFIP** and shall have no power to modify or change any provision of the LGIA and ~~LGIP~~ **LFIP** in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, ~~Interconnection~~**Attachment** Facilities, or ~~Network Upgrades~~**System Upgrade Facilities**.

13.5.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel ~~and one half of the cost of the third arbitrator chosen~~; or (2) one ~~half~~ **third** the cost of the single arbitrator jointly chosen by the Parties.

APPENDICES TO ~~LGIP~~ **LFIP**

APPENDIX 1 INTERCONNECTION REQUEST

APPENDIX 2 INTERCONNECTION FEASIBILITY STUDY AGREEMENT

APPENDIX 3 INTERCONNECTION SYSTEM **RELIABILITY** IMPACT STUDY AGREEMENT

APPENDIX 4 INTERCONNECTION FACILITIES STUDY AGREEMENT

APPENDIX 5 OPTIONAL INTERCONNECTION STUDY AGREEMENT

APPENDIX 6 STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

APPENDIX 1 to ~~LGIP~~ LFIP

INTERCONNECTION REQUEST

1. The undersigned ~~Interconnection Customer~~**Developer** submits this request to interconnect its Large Generating Facility ~~with the~~ **or Merchant** Transmission ~~Provider's~~**Facility with the New York State** Transmission System pursuant to ~~a Tariff~~**the Large Facility Interconnection Procedures in the NYISO OATT**.

2. This Interconnection Request is for (check one):

   ____ A proposed new Large Generating Facility**, named** _____.

   ____ A proposed new Merchant Transmission Facility, named _____.

   ____ An increase in the ~~generating~~ capacity ~~or a Material Modification~~ of an existing **Large** Generating **Facility or existing Merchant Transmission** Facility.

3. The type of interconnection service ~~requested (check one or both as appropriate)~~**provided**:

   ____ ~~[It is intended that the types of interconnection services specified in Article 4 of the LGIA be placed here.]~~**Network Access Interconnection Service**

4. The ~~Interconnection Customer~~**Developer** provides the following information:

   a. Address or location or the proposed new Large ~~Generating~~ Facility site (to the extent known) or, in the case of an existing Generating Facility **or Merchant Transmission Facility**, the name and specific location of ~~the~~**that** existing ~~Generating Facility~~**facility**;

   b. Maximum summer at _____ degrees C and winter at _____ degrees C megawatt electrical output of the proposed new Large ~~Generating~~ Facility or the amount of megawatt increase in the ~~generating~~ capacity of an existing ~~Generating Facility~~**facility**;

   c. General description of the equipment configuration;

   d. **In-Service Date, and** Commercial Operation Date**.** by day, month, and year;

   e. Name, **title, company** address, telephone number, **FAX number** and e-mail address of the ~~Interconnection Customer~~**Developer**'s contact person;

f. Approximate location of the proposed Point of Interconnection (optional); and

g. ~~Interconnection Customer~~ DeveloperData (set forth in Attachment A).

5. Applicable deposit amount as specified in the ~~LGIP~~ **LFIP** .

6. Evidence of Site Control as specified in the ~~LGIP~~ **LFIP** (check one)

____ Is attached to this Interconnection Request

____ Will be provided at a later date in accordance with ~~this LGIP~~**the Large Facility Interconnection Procedures**

7. This Interconnection Request shall be submitted to the representative indicated below:

[To be completed by ~~Transmission Provider~~**the NYISO**]

8. Representative of the ~~Interconnection Customer~~**Developer** to contact:

[To be completed by ~~Interconnection Customer~~**Developer**]

9. This Interconnection Request is submitted by:

Name of ~~Interconnection Customer~~**Developer**:

_____

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

LARGE GENERATING FACILITY DATA

UNIT RATINGS

kVA _____ °F _____ Voltage _____

Power Factor _____

Speed (RPM) _____ Connection (e.g. Wye) _____

Short Circuit Ratio _____ Frequency, Hertz _____

Stator Amperes at Rated kVA _____ Field Volts _____

Max Turbine MW _____ °F _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = _____ kW sec/kVA

Moment-of-Inertia, WR2 = _____ lb. ft.2

REACTANCE DATA (PER UNIT-RATED KVA)		**DIRECT AXIS**	**QUADRATURE AXIS**
Synchronous - saturated	Xdv _____	Xqv _____	
Synchronous - unsaturated	Xdi _____	Xqi _____	
Transient - saturated	X'dv _____	X'qv _____	
Transient - unsaturated	X'di _____	X'qi _____	
Subtransient - saturated	X"dv _____	X"qv _____	
Subtransient - unsaturated	X"di _____	X"qi _____	

Negative Sequence - saturated X2v _____

Negative Sequence - unsaturated X2i _____

Zero Sequence - saturated X0v _____

Zero Sequence - unsaturated X0i _____

Leakage Reactance Xlm _____

FIELD TIME CONSTANT DATA (SEC)

Open Circuit T'do _____ T'qo _____

Three-Phase Short Circuit Transient T'd3 _____ T'q _____

Line to Line Short Circuit Transient T'd2 _____

Line to Neutral Short Circuit Transient T'd1 _____

Short Circuit Subtransient T"d _____ T"q _____

Open Circuit Subtransient T"do _____ T"qo _____

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit Ta3 _____

Line to Line Short Circuit Ta2 _____

Line to Neutral Short Circuit Ta1 _____

NOTE: If requested information is not applicable, indicate by marking "N / A."

MW CAPABILITY AND PLANT CONFIGURATION

LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive R1 _____

Negative R2 _____

Zero R0 _____

Rotor Short Time Thermal Capacity 122t = _____

Field Current at Rated kVA, Armature Voltage and PF = _____ amps

Field Current at Rated kVA and Armature Voltage, 0 PF = _____ amps

Three Phase Armature Winding Capacitance = _____ microfarad

Field Winding Resistance = _____ ohms _____°C

Armature Winding Resistance (Per Phase) = _____ ohms _____°C

CURVES

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

GENERATOR STEP-UP TRANSFORMER DATA

RATINGS

Capacity Self-cooled/maximum nameplate

_____/_____kVA

Voltage Ratio Generator side/System side

_____/_____kV

Winding Connections Low V/High V (Delta or Wye)

_____/_____

Fixed Taps Available _____

Present Tap Setting _____

IMPEDANCE

Positive Z1 (on self-cooled kVA rating) _____ % _____ X/R

Zero Z0 (on self-cooled kVA rating) _____ % _____ X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection

Request: _____

Elevation: _____ _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

_____

List of adjustable setpoints for the protective equipment or software:

_____

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

INDUCTION GENERATORS:

(*) Field Volts: _____

(*) Field Amperes: _____

(*) Motoring Power (kW): _____

(*) Neutral Grounding Resistor (If Applicable): _____

(*) I_2^2t or K (Heating Time Constant): _____

(*) Rotor Resistance: _____

(*) Stator Resistance: _____

(*) Stator Reactance: _____

(*) Rotor Reactance: _____

(*) Magnetizing Reactance: _____

(*) Short Circuit Reactance: _____

(*) Exciting Current: _____

(*) Temperature Rise _____

(*) Frame Size: _____

(*) Design Letter: _____

(*) Reactive Power Required In Vars (No Load): _____

(*) Reactive Power Required In Vars (Full Load): _____

(*) Total Rotating Inertia, H: _____ Per Unit on KVA Base

Note: Please consult ~~Transmission Provider~~**the NYISO** prior to submitting the Interconnection Request to determine if the information designated by (*) is required.

Attachment A (page 6)

To Appendix I

Interconnection Request

MERCHANT TRANSMISSION FACILITIES:

Note: Please consult with the NYISO prior to submitting the Interconnection Request for guidance on the information required for Merchant Transmission Facilities.

_____

_____

_____

_____

APPENDIX 2 TO ~~LGIP~~LFIP

INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, ~~2003~~**20__** by and ~~between~~**among** _____, a _____ organized and existing under the laws of the State of _____, ("~~Interconnection Customer~~**Developer**,"), **, the New York Independent System Operator, Inc., a not-for-profit corporation organized** and ~~_____ a _____~~ existing under the laws of the State of **New York ("NYISO"), and _____ ___ a _____ organized and existing under the laws of the State of New York**, ("Transmission ~~Provider~~ **Owner**"). ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner** each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, ~~Interconnection Customer~~**Developer** is proposing to develop a Large Generating Facility or ~~generating~~**Merchant Transmission Facility, or** capacity addition to an existing Generating Facility **or Merchant Transmission Facility** consistent with the Interconnection Request submitted by ~~Interconnection Customer~~**Developer** dated _____; and

WHEREAS, ~~Interconnection Customer~~**Developer** desires to interconnect the Large ~~Generating~~ Facility with the **New York State** Transmission System; and

WHEREAS, ~~Interconnection Customer~~**Developer** has requested the ~~Transmission Provider~~**NYISO** to perform an Interconnection Feasibility Study **with the input and assistance of Transmission Owner** to assess the feasibility of interconnecting the proposed Large ~~Generating~~ Facility to the **New York State** Transmission System~~, and of any Affected Systems~~;

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 ~~Transmission Provider~~**NYISO**'s Commission-approved ~~LGIP~~ **Standard Large Facility Interconnection Procedures**.

2.0 ~~Interconnection Customer~~**Developer** elects and ~~Transmission Provider~~**NYISO** shall cause to be performed an Interconnection Feasibility Study consistent with Section 6.0 of ~~this LGIP~~ **the Standard Large Facility Interconnection Procedures** in accordance with the ~~Tariff~~**NYISO OATT**. **The terms of Sections 6, 13.1 and 13.3 of the LFIP, as applicable, are hereby incorporated by reference herein.**

3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection Feasibility Study shall be based on the technical information provided by ~~Interconnection Customer~~**Developer** in the Interconnection Request, as may be modified as the result of the Scoping Meeting. ~~Transmission Provider~~**NYISO** reserves the right to request additional ~~technical~~ information from ~~Interconnection Customer~~**Developer and Transmission Owner** as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the ~~LGIP~~ **LFIP and such additional information shall be provided in a prompt manner**. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the ~~LGIP~~ **LFIP**, ~~Interconnection Customer~~**Developer** modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information:

- preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

- preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and

- preliminary description and non-~~bonding~~**binding** estimated cost of facilities required to interconnect the Large ~~Generating~~ Facility to the **New York State** Transmission System and to address the identified short circuit and power flow issues.

6.0 The ~~Interconnection Customer~~**Developer** shall provide a deposit of $10,000 for the performance of the Interconnection Feasibility Study.

Upon receipt of the Interconnection Feasibility Study the ~~Transmission Provider~~**NYISO** shall charge and ~~Interconnection Customer~~**Developer** shall pay **to NYISO** the actual costs of the Interconnection Feasibility Study **incurred by the NYISO and Transmission Owner as computed on a time and materials basis in accordance with the rates attached hereto**.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to the ~~Interconnection Customer~~**Developer**, as appropriate.

7.0 Miscellaneous. ~~The Interconnection Feasibility Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law,~~

~~amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LG IA.~~

7.1 Accuracy of Information. Except as Developer or Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and 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 Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing the Interconnection Feasibility Study, NYISO and any subcontractor consultants employed by NYISO shall have to rely on information provided by Developer and Transmission Owner, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant employed 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 SRIS. 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.

7.3 Limitation of Liability. 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 this Agreement or the Interconnection Feasibility Study or any reliance on the Interconnection Feasibility Study by Developer or Transmission Owner or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of NYISO's obligations under this Agreement.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, Developer and Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or

review, or to assist in the conducting or reviewing, an Interconnection Feasibility Study shall be deemed third party beneficiaries of these Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection Feasibility Study for Developer's Large Facility is completed, whichever event occurs first. Developer or NYISO may terminate this Agreement upon the withdrawal of Developer's Interconnection Request under Section 3.6 of the LFIP.

7.6 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.

7.7 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.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 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 Transmission Owner as a result of this Agreement.

7.12 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.

7.13 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.

NYISO **[Insert name of ~~Transmission Provider or~~ Transmission Owner~~, if applicable~~]**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of ~~Interconnection Customer~~Developer]

By: _____

Title: _____

Date: _____

Attachment A to

Appendix 2

Interconnection Feasibility

Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE

INTERCONNECTION FEASIBILITY STUDY

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by ~~Interconnection Customer~~**Developer** and other assumptions to be provided by ~~Interconnection~~**Developer,** ~~Customer~~**NYISO,** and Transmission ~~Provider~~**Owner**]

APPENDIX 3 TO ~~LGIP~~ LFIP

INTERCONNECTION SYSTEM RELIABILITY IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and ~~between~~**among** _____, a _____ organized and existing under the laws of the State of _____, ("~~Interconnection Customer~~**Developer**,")**, the New York Independent System Operator, Inc., a not-for-profit corporation organized** and _____ ~~a~~ _____ existing under the laws of the State of **New York ("NYISO"), and** _____ **a** _____ **organized and existing under the laws of the State of New York**, ("Transmission ~~Provider~~**Owner**"). ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner** each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, ~~Interconnection Customer~~**Developer** is proposing to develop a Large Generating Facility or ~~generating~~**Merchant Transmission Facility, or** capacity addition to an existing Generating Facility **or Merchant Transmission Facility** consistent with the Interconnection Request submitted by the ~~Interconnection Customer~~**Developer** dated _____; and

WHEREAS, ~~Interconnection Customer~~**Developer** desires to interconnect the Large ~~Generating~~ Facility with the **New York State** Transmission System;

WHEREAS, the ~~Transmission Provider~~**NYISO** has completed an Interconnection Feasibility Study (the "Feasibility Study") and provided the results of said study to the ~~Interconnection Customer~~[194]**Developer**; and

WHEREAS, ~~Interconnection Customer~~**Developer** has requested the ~~Transmission Provider~~**NYISO** to perform an Interconnection System **Reliability** Impact Study to assess the impact of interconnecting the Large ~~Generating~~ Facility to the **New York State** Transmission System~~, and of any Affected Systems~~;

[194] This recital to be omitted if Interconnection Customer has elected to forego the Interconnection Feasibility Study.

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 ~~Transmission Provider~~**NYISO**'s Commission-approved ~~LGIP~~ **Standard Large Facility Interconnection Procedures**.

2.0 ~~Interconnection Customer~~**Developer** elects and ~~Transmission Provider~~**NYISO** shall cause to be performed an Interconnection System **Reliability** Impact Study consistent with Section 7.0 of ~~this LGIP~~**the Standard Large Facility Interconnection Procedures** in accordance with the ~~Tariff~~**NYISO OATT. The terms of Sections 7, 13.1 and 13.3 of the LFIP, as applicable, are hereby incorporated by reference herein**.

3.0 The scope of the Interconnection System **Reliability** Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Interconnection System **Reliability** Impact Study will be based upon the results of the Interconnection Feasibility Study and the technical information provided by ~~Interconnection Customer~~**Developer** in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the ~~LGIP~~**LFIP**. ~~Transmission Provider~~**NYISO** reserves the right to request additional ~~technical~~ information from ~~Interconnection Customer~~**Developer and Transmission Owner** as may reasonably become necessary consistent with Good Utility Practice during the course of the ~~Interconnection Customer System Impact Study~~**SRIS and such additional information shall be provided in a prompt manner**. If ~~Interconnection Customer~~**Developer** modifies its designated Point of Interconnection, ~~Interconnection Request,~~ or the technical information provided ~~therein~~**in the Interconnection Request** is modified, the time to complete the Interconnection System **Reliability** Impact Study may be extended.

5.0 The Interconnection System **Reliability** Impact Study report shall provide the following information:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
- identification of any thermal overload or voltage limit violations resulting from the interconnection;
- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and
- description and non-binding, good faith estimated cost of facilities required to interconnect the Large ~~Generating~~ Facility to the **New**

York State Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 The ~~Interconnection Customer~~**Developer** shall provide a deposit of $50,000 for the performance of the Interconnection System **Reliability** Impact Study. The ~~Transmission Provider~~**NYISO**'s good faith estimate for the time of completion of the Interconnection System **Reliability** Impact Study is [insert date].

Upon receipt of the Interconnection System **Reliability** Impact Study, ~~Transmission Provider~~**NYISO** shall charge and ~~Interconnection Customer~~**Developer** shall pay **to NYISO** the actual costs of the Interconnection System **Reliability** Impact Study **incurred by the NYISO and Transmission Owner, as computed on a time and materials basis in accordance with the rates attached hereto**.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to the ~~Interconnection Customer~~**Developer**, as appropriate.

7.0 Miscellaneous. ~~The Interconnection System Impact Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.]~~

7.1 Accuracy of Information. Except as Developer or Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and 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 Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing the Interconnection System Reliability Study, NYISO and any subcontractor consultants employed by NYISO shall have to rely on information provided by Developer and Transmission Owner, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant employed by NYISO makes any warranties, e xpress 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 SRIS. 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.

7.3 Limitation of Liability. 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 this Agreement or the Interconnection System Reliability Study or any reliance on the Interconnection System Reliability Study by Developer or Transmission Owner or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of NYISO's obligations under this Agreement.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, Developer and Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Interconnection System Reliability Study shall be deemed third party beneficiaries of these Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Interconnection System Reliability Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee], whichever event occurs first. Developer or NYISO may terminate this Agreement upon the withdrawal of Developer's Interconnection Request under Section 3.6 of the LFIP.

7.6 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.

7.7 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.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 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 Transmission Owner as a result of this Agreement.

7.12 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.

7.13 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 THEREOF, 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.

NYISO **[Insert name of ~~Transmission Provider or~~ Transmission Owner~~, if applicable~~]**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of ~~Interconnection Customer~~Developer]

By: _____

Title: _____

Date: _____

Attachment A

To Appendix 3

Interconnection System Reliability Impact

Study Agreement

ASSUMPTIONS USED IN CONDUCTING THE

INTERCONNECTION SYSTEM RELIABILITY IMPACT STUDY

The Interconnection System **Reliability** Impact Study will be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 4.4 of the ~~LGIP~~ **LFIP**, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by ~~Interconnection Customer~~**Developer** and other assumptions to be provided by ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner**]

APPENDIX 4 TO ~~LGIP~~ LFIP

INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and ~~between~~**among** _____, a _____ organized and existing under the laws of the State of _____, ("~~Interconnection Customer~~**Developer**,"), **, the New York Independent System Operator, Inc., a not-for-profit corporation organized** and _____ ~~a~~ _____ existing under the laws of the State of _____,**New York ("NYISO"), and _____ a _____ organized and existing under the laws of the State of New York** ("Transmission ~~Provider~~ **Owner**"). ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner** each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, ~~Interconnection Customer~~**Developer** is proposing to develop a Large Generating Facility or ~~generating~~**Merchant Transmission Facility or** capacity addition to an existing Generating Facility **or Merchant Transmission Facility** consistent with the Interconnection Request submitted by the ~~Interconnection Customer~~**Developer** dated _____; and

WHEREAS, ~~Interconnection Customer~~**Developer** desires to interconnect the Large ~~Generating~~ Facility with the **New York State** Transmission System;

WHEREAS, the ~~Transmission Provider~~**NYISO** has completed an Interconnection System **Reliability** Impact Study ~~(the "System Impact Study")~~ and provided the results of said study to the ~~Interconnection Customer~~**Developer**; and

WHEREAS, ~~Interconnection Customer~~**Developer** has requested the **NYISO and** Transmission ~~Provider~~**Owner** to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System **Reliability** Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large ~~Generating~~ Facility to the **New York** Transmission System.

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 ~~Transmission Provider~~**NYISO**'s Commission-approved ~~LGIP~~**Standard Large Facility Interconnection Procedures**.

2.0 ~~Interconnection Customer~~**Developer** elects and ~~Transmission Provider~~**NYISO** shall cause **to be performed** an Interconnection Facilities Study consistent with Section 8.0 of ~~this LGIP~~ **the Standard Large Facility**

Interconnection Procedures to be performed in accordance with the ~~Tariff~~**NYISO OATT. The terms of Sections 8, 13.1 and 13.3 of the LFIP, 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 provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Large ~~Generating~~ Facility to the **New York State** Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System **Reliability** Impact Study.

5.0 The ~~Interconnection Customer~~**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.

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

6.0 Miscellaneous. ~~The Interconnection Facility Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LG IA.~~

6.1 Accuracy of Information. Except as Developer or Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and 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 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, NYISO and any subcontractor consultants employed by NYISO shall have to rely on information provided by Developer and Transmission Owner, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant employed 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 SRIS. 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 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 this Agreement or the Interconnection Facilities Study or any reliance on the Interconnection Facilities Study by Developer or Transmission Owner or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of NYISO's obligations under this Agreement.

6.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, Developer and 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 7.2 and 7.3.

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 for a term of one year or until the Interconnection Facilities Study for Developer's Large Facility is completed [approved by the NYISO Operating Committee], whichever event occurs first. Developer or NYISO may terminate this Agreement upon the withdrawal of Developer's Interconnection Request under Section 3.6 of the LFIP.

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 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.

NYISO **[Insert name of ~~Transmission Provider or~~ Transmission Owner~~, if applicable~~]**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of ~~Interconnection Customer~~Developer]

By: _____

Title: _____

Date: _____

Attachment A

To Appendix 4

Interconnection Facilities

Study Agreement

~~INTERCONNECTION CUSTOMER~~ SCHEDULE ~~ELECTION~~ FOR CONDUCTING THE INTERCONNECTION FACILITIES STUDY

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

- ~~ninety (90) Calendar Days with no more than a +/-20 percent cost estimate contained in the report, or~~

- ~~one hundred eighty (180) Calendar Days with no more than a +/-10 percent cost estimate contained in the report.~~**scheduled completion date for Class Year 20__ Interconnection Facility Study for the Annual Transmission Reliability Assessment required by Attachment S to the NYISO OATT: ____/____/_____.**

Attachment B (page 1)

Appendix 4

Interconnection Facilities

Study Agreement

DATA FORM TO BE PROVIDED BY ~~INTERCONNECTION CUSTOMER~~DEVELOPER

WITH THE INTERCONNECTION FACILITIES STUDY AGREEMENT

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

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

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

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

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

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).

What type of control system or PLC will be located at the ~~Interconnection Customer~~**Developer**'s Large ~~Generating~~ Facility?

_____

What protocol does the control system or PLC use?

_____

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

_____

Physical dimensions of the proposed interconnection station:

_____

Bus length from generation to interconnection station:

_____

Attachment B (page 2)

Appendix 4

Interconnection Facilities

Study Agreement

Line length from interconnection station to Transmission ~~Provider~~**Owner**'s transmission line.

_____

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

_____

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Transmission ~~Provider~~**Owner**.

Is the Large ~~Generating~~ Facility in the Transmission ~~Provider~~**Owner**'s service area?

_____ Yes _____No Local provider: _____

Please provide proposed schedule dates:

Begin Construction	Date: _____
Generator step-up transformer receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

APPENDIX 5 TO ~~LGIP~~LFIP

OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and ~~between~~**among** _____, a _____ organized and existing under the laws of the State of _____, ("~~Interconnection Customer~~**Developer**,")**, the New York Independent System Operator, Inc., a not-for-profit corporation organized** and _____ ~~a~~ _____ existing under the laws of the State of **New York ("NYISO") and** _____ **__ a _____ organized and existing under the laws of the State of New York**, ("Transmission ~~Provider~~ **Owner**"). ~~Interconnection~~**Developer,** ~~Customer~~**NYISO** and Transmission ~~Provider~~**Owner** each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, ~~Interconnection Customer~~**Developer** is proposing to develop a Large Generating Facility or ~~generating~~**Merchant Transmission Facility, or** capacity addition to an existing Generating Facility **or Merchant Transmission Facility** consistent with the Interconnection Request submitted by the ~~Interconnection Customer~~**Developer** dated _____;

WHEREAS, ~~Interconnection Customer~~**Developer** is proposing to establish an interconnection with the **New York State** Transmission System; and

WHEREAS, ~~Interconnection Customer~~**Developer** has submitted to ~~Transmission Provider~~**NYISO** an Interconnection Request; and

WHEREAS, ~~on or after the date when the Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer~~**Developer** has further requested that the ~~Transmission Provider~~**NYISO** prepare an Optional Interconnection **Study concurrently with the Interconnection System Reliability Impact** Study;

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

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the ~~Transmission Provider~~**NYISO**'s Commission-approved ~~LGIP~~**Standard Large Facility Interconnection Procedures**.

2.0 ~~Interconnection Customer~~**Developer** elects and ~~Transmission Provider~~**NYISO** shall cause **to be performed** an Optional Interconnection Study consistent with Section 10.0 of ~~this LGIP~~ **the Standard Large Facility Interconnection Procedures** to be performed in accordance with the ~~Tariff~~**NYISO OATT. The terms of Sections 10, 13.1 and 13.3 of the CFIP,**

as applicable, are hereby incorporated by reference herein.

3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.

4.0 The Optional Interconnection Study shall be performed solely for informational purposes.

5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by the ~~Interconnection Customer~~**Developer** in Attachment A to this Agreement. The Optional Interconnection Study will identify the Transmission ~~Provider~~**Owner**'s ~~Interconnection~~**Attachment** Facilities and ~~the Network Upgrades~~**System Upgrade Facilities**, and the estimated cost thereof, that may be required to provide ~~transmission service or interconnection service~~**Network Access Interconnection Service** based upon the assumptions specified by the ~~Interconnection Customer~~**Developer** in Attachment A.

6.0 The ~~Interconnection Customer~~**Developer** shall provide a deposit of $10,000 for the performance of the Optional Interconnection Study. The ~~Transmission Provider~~**NYISO**'s good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

Upon receipt of the Optional Interconnection Study, the ~~Transmission Provider~~**NYISO** shall charge and ~~Interconnection Customer~~**Developer** shall pay **to NYISO** the actual costs of the Optional Study **incurred by the NYISO and Transmission Owner, as computed on a time and material basis in accordance with the rates attached hereto**.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to the ~~Interconnection Customer~~**Developer**, as appropriate.

7.0 Miscellaneous. ~~The Optional Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.~~

7.1 Accuracy of Information. Except as Developer or Transmission Owner may otherwise specify in writing when they provide information to the NYISO under this Agreement, Developer and 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

Transmission Owner shall each promptly provide NYISO with any additional information needed to update information previously provided.

7.2 Disclaimer of Warranty. In preparing the Optional Interconnection Study, NYISO and any subcontractor consultants employed by NYISO shall have to rely on information provided by Developer and Transmission Owner, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant employed 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 SRIS. 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.

7.3 Limitation of Liability. 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 this Agreement or the Optional Interconnection Study or any reliance on the Optional Interconnection System Study by Developer or Transmission Owner or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of NYISO's obligations under this Agreement.

7.4 Third-Party Beneficiaries. Without limitation of Sections 7.2 and 7.3 of this Agreement, Developer and Transmission Owner further agree that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, an Optional Interconnection Study shall be deemed third party beneficiaries of these Sections 7.2 and 7.3.

7.5 Term and Termination. This Agreement shall be effective from the date hereof and unless earlier terminated in accordance with this Section 7.5, shall continue in effect for a term of one year or until the Optional Interconnection Study for Developer's Large Facility is completed, whichever event occurs first. Developer or NYISO may terminate this Agreement upon the withdrawal of Developer's Interconnection Request under Section 3.6 of the LFIP.

7.6 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.

7.7 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.

7.8 Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as the original instrument.

7.9 Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing signed by the Parties hereto.

7.10 Survival. All warranties, limitations of liability and confidentiality provisions provided herein shall survive the expiration or termination hereof.

7.11 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 Transmission Owner as a result of this Agreement.

7.12 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.

7.13 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.

NYISO **[Insert name of ~~Transmission Provider or~~ Transmission Owner~~, if applicable~~]**

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

[Insert name of ~~Interconnection Customer~~Developer]

By: _____

Title: _____

Date: _____

Attachment A

Appendix 5

Optional Interconnection

Study Agreement

ASSUMPTIONS USED IN CONDUCTING

THE OPTIONAL INTERCONNECTION STUDY

[To be completed by ~~Interconnection Customer~~**Developer** consistent with Section 10 of the ~~LGIP~~ **LFIP** .]

APPENDIX 6 TO ~~LGIP~~ LFIP

STANDARD LARGE GENERATOR AND MERCHANT TRANSMISSION

INTERCONNECTION AGREEMENT