



New York City Economic Development Corporation

December 12, 2012

Hon. Jaclyn A. Brillig
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

Re: Case 99-F-1625, In the Matter of the Application of KeySpan Energy for a Certificate of Environmental Compatibility and Public Need to Construct and Operate a Nominal 250 Megawatt Combined Cycle/Cogeneration Facility in Long Island City, Queens, New York

Dear Secretary Brillig:

Pursuant to 16 N.Y.C.R.R. § 3.5, please find the Third Revised Amendment to Public Interest Topic Agreement enclosed for filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ann Li", is written over a light blue horizontal line.

Ann Li
Executive Vice President

Enclosures

cc: Jim D'Andrea, TransCanada
Christopher King, New York City Law Department

THIS THIRD AMENDMENT TO THE PUBLIC INTEREST TOPIC AGREEMENT dated as of August 24, 2012 (this "Amendment") by and among TC Ravenswood, LLC (successor to KeySpan Ravenswood, Inc.) (the "Applicant"), The City of New York (the "City") and the New York City Economic Development Corporation ("NYCEDC") (collectively, the Applicant, the City and NYCEDC shall be "Parties")

RECITALS

WHEREAS, KeySpan Ravenswood, Inc. ("KeySpan") submitted to the New York State Board on Electric Generation Siting and the Environment ("Siting Board") an application dated July 28, 2000, for a Certificate to construct and operate a nominal 250-megawatt combined-cycle electric facility located in Queens, New York (the "Application");

WHEREAS, KeySpan submitted to the New York State Department of Environmental Conservation ("DEC") an application for a State Pollutant Discharge Elimination System ("SPDES") permit modification, a Part 201 major new source permit application, and an acid rain permit application (collectively "Environmental Permit Applications");

WHEREAS, KeySpan, DEC, New York State Department of Health ("DOH") and New York State Department of Public Services ("DPS") prepared eleven (11) separate settlement documents (collectively, the "Topic Agreements"), each of which state the factual and legal issues for which the signatories are in agreement;

WHEREAS, the Topic Agreements, included, without limitation, a Topic Agreement entitled Public Interest, such may be amended from time to time, ("Public Interest Topic

Agreement”), which provided in part that KeySpan commit to creating a fund that NYCEDC would administer in the amount of \$1,950,000 (“Fund”) to allow for \$950,000 for local community and environmental improvement projects, and \$1,000,000 for installation of renewable power projects at or in the vicinity of the Ravenswood plant.;

WHEREAS, on June 14, 2001, KeySpan, DEC, DOH and DPS executed a document entitled Join Stipulations (“Joint Stipulations”) in the Matter of the Application of KeySpan Energy for a Certificate of Environmental Compatibility and Public Need to Construct and Operate a Nominal 250 Megawatt Combined Cycle/Cogeneration Facility in Long Island City, Queens, New York, Case 99-F-1625;

WHEREAS, the DEC issued all environmental permits and/or permit modification effective on or before October 25, 2001;

WHEREAS, by Opinion and Order issued and effective September 7, 2001, the Siting Board granted the Certificate subject to the conditions stated therein and appended thereto, which KeySpan accepted by letter dated October 4, 2001;

WHEREAS, by Opinion and Order issued and effective July 23, 2002, the Siting Board granted an amendment to the Certificate subject to the conditions stated therein, which KeySpan accepted by letter dated August 8, 2002;

WHEREAS, by agreement entitled “Amendment to Public Interest Topic Agreement” (“Initial Amendment Agreement”) executed on behalf of KeySpan on February 10, 2003; on behalf of NYCEDC on January 30, 2003; and on behalf of the City of New York on January 24, 2003; the Parties agreed that KeySpan would petition for a Certificate amendment to replace

Paragraph III.F of the Public Interest Topic Agreement with a new Paragraph III.F shown in the attachment to the Initial Amendment Agreement;

WHEREAS, by letter dated April 9, 2003, the Siting Board advised KeySpan that no action by the Siting Board was required for the Parties to modify the original Topic Agreement;

WHEREAS, the nominal 250-megawatt combined-cycle electric facility entered into commercial operation on or about May 1, 2004;

WHEREAS, KeySpan, the City and NYCEDC entered into the Second Amended Public Interest Topic Agreement on September 15, 2006 (“Second Amended Agreement”) thereby replacing the Public Interest Topic Agreement in its entirety (the “Amended Public Interest Topic Agreement”);

WHEREAS, in August 2008 TransCanada Corporation (“TransCanada”) acquired an entity formerly known as KeySpan;

WHEREAS, as of June 30, 2012, NYCEDC has received \$1,754,030 for the Fund, and has entered into contracts with various entities in the aggregate amount of \$938,000 for local community and environmental improvement projects, and in the aggregate amount of \$803,750 for projects for the installation of renewable power projects at or in the vicinity of the Ravenswood plant, with \$212,450 remaining against the Fund total for additional projects; and

WHEREAS, the Applicant on behalf of TransCanada, the City, and NYCEDC, desire to amend and restate Paragraph III.F(1) of the Public Interest Topic Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Paragraph III.F(1) of the Public Interest Topic Agreement is hereby amended and restated as follows:

“F. As part of its effort to implement the Project and Fund total in a manner consistent with the Applicant’s commitment to be a responsible neighbor in the local community, the Applicant has committed to the community benefit projects listed below. The Applicant, in its reasonable discretion, shall determine the commencement dates for the funding periods for the community benefit projects identified in Paragraphs III.1(b)(1), III.F.1(b)(2), III.F.3, III.F.4, and III.F.5 hereof, which commencement dates may differ for each project; provided, however, that all such funding periods shall commence after September 7, 2001 (the date of issuance of the Certificate) and no later than the date of commercial operation. The Applicant shall also have, in its discretion, the right to erect signs, issue statements or otherwise publicize its contribution to the projects that it funds pursuant to this Paragraph III.F.

1. Commitment to creating a fund of \$1,950,000 (“Fund”) to provide resources for community or environmental improvement projects.

- a. Administration of the Fund and the projects.

(1) The Fund shall be held by and in the name of the

New York City Economic Development

Corporation (“EDC”), and deposited by the EDC in

a separate, dedicated account. The EDC shall administer the Fund and any income thereon, and pay and distribute the amounts held by it (including income, if any) in accordance with this Paragraph III.F.

- (2) For all tax reporting and other tax-related purposes, any income earned from the investment of the Fund shall be the responsibility of EDC.
- (3) The EDC shall contract in its own name for all goods and services paid for by disbursements from the Fund. Applicant shall have no obligation to be a party to such contracts.
- (4) Upon reasonable request, EDC shall provide the Applicant with statements of the amounts in the Fund and of disbursements from the Fund in the preceding period and year to date.
- (5) At Applicant's option, it shall have the right to monitor, review and consult on the projects described in this section III.F.1. Applicant shall also have the option to review and approve signs, labels and other signifiers identifying the sponsorship and source of funds for such

projects, and to identify itself in such signifiers as the sponsoring entity.

b. Purposes of the Fund.

(1) The EDC shall use the Fund for the installation of renewable power projects at or in the vicinity of the Facility. Renewable power projects include a wide variety of technologies including, but not limited to, hydroelectric, wind, solar photovoltaic and solar thermal, geothermal, biomass, fuel cells, free-flow or kinetic hydropower systems, ocean tides, waves, and currents. The value of such installations shall sum to at least \$1.0 million. The Applicant shall propose an additional project or projects within a reasonable period after the start date of commercial operation. All projects shall be subject to approval by the EDC and the Applicant.

(2) The EDC shall also use the Fund for community and environmental improvements projects. The value of such projects shall sum to at least \$950,000. Applicant shall provide at least \$150,000 per year until the Applicant has provided amounts totaling \$950,000. Such amounts shall be for the sole and exclusive purpose of providing local community or environmental

improvement projects located within the district known as the Community Board 1, lying in the vicinity of the Ravenswood Generating Facility. The projects to be funded shall be subject to approval by the Applicant, and the nature of such projects shall be determined by the EDC in consultation with CHOKE, Community Board 1 and the elected officials from the Queens Borough President's Office, the 7th and 14th Congressional Districts, the 22nd City Council, the 14th State Senate and the 36th and 37th Assembly Districts.

c. Reallocation of the Fund.

If by January 1, 2012, the entire amount of the Fund is not spent, the Parties may use any remaining portion of the Fund for projects pursuant to Section III.F.1.b(1), Section III.F.1.b(2) or as otherwise agreed to pursuant to Section III.F.1.a, notwithstanding any referenced allocations.”

2. Except as set forth in section 1 hereof, this Amendment in no way amends, replaces, deletes, or otherwise alters any provisions of the Public Interest Topic Agreement. In the event any conflict should arise among the terms and conditions of this Amendment and the terms and conditions of the Public Interest Topic Agreement, the terms and conditions in this Amendment shall be dispositive.

3. Each of the parties to this Amendment represents and warrants that it has full power and authority to execute and deliver this Amendment, and perform the terms and provisions of this Amendment, and has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

4. This Amendment may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original, but all of which constitute collectively one agreement.

5. This Amendment to the Public Interest Topic Agreement shall be effective as of the date first set forth above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Amendment to the Public Interest Topic Agreement has been agreed upon and executed as of the dates set forth below.

TC Ravenswood, LLC

New York City Economic
Development Corporation

By: [Signature]

By: [Signature]

Name: Jasmin Becovic, V.P.

Name: Ann Li, EVP

Date: 8/2/12

Date: 8/24/2012

By: [Signature]

Name: William Taylor, V.P.

Date: Aug. 06, 2012

The City of New York

By: _____

Name: _____

Date: _____

IN WITNESS WHEREOF, this Amendment to the Public Interest Topic Agreement has been agreed upon and executed as of the dates set forth below.

TC Ravenswood, LLC

New York City Economic
Development Corporation

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

Name: _____

Date: _____

The City of New York

By: 

Name: CHRISTOPHER G. KING, ASST. CORP. COUNSEL

Date: 8-20-2012