

STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION

---

Application of Champlain Hudson Power Express for a Certificate of Environmental Compatibility and Public Need Pursuant to Article VII of the PSL for the Construction, Operation and Maintenance of a High Voltage Direct Current Circuit from the Canadian Border to New York City.

---

Case 10-T-0139

**JOINT PETITION OF CHPE LLC, CHPE PROPERTIES, INC., AND THE NEW YORK  
POWER AUTHORITY FOR A PARTIAL TRANSFER OF CERTIFICATE OF  
ENVIRONMENTAL COMPATIBILITY AND PUBLIC NEED UNDER PSL 121**

**I. INTRODUCTION**

CHPE LLC and CHPE Properties, Inc. (the “Certificate Holders” or “CHPE”) are the holders of a Certificate of Environmental Compatibility and Public Need (“Certificate”) issued on April 18, 2013 by the New York State Public Service Commission (the “Commission”) pursuant to Article VII of the Public Service Law (“PSL”), to construct and operate the Champlain Hudson Power Express Project (the “Facility”).<sup>1</sup> As approved by the Commission, the Facility consists of a 339-mile underground and underwater high voltage direct current (“HVDC”) transmission line, an aboveground Converter Station in Astoria, Queens, a 3.5-mile high voltage alternating current transmission line (“HVAC”) between the Astoria and Rainey substations called the “Astoria Rainey Cable” (“ARC”) and associated interconnections, substation improvements, and appurtenances. As was contemplated in the Commission’s initial approval of the Facility, upon

---

<sup>1</sup> The Commission originally issued the Certificate to Champlain Hudson Power Express, Inc. (“CHPEI”) and CHPE Properties, Inc. In August 2020, CHPEI converted from a corporation to a limited liability company (CHPE LLC) and received Commission approval to transfer its CECPN from CHPEI to CHPE LLC. See Case 20-E-0145: *Petition of Champlain Hudson Power Express, Inc., CHPE Properties, Inc., and CHPE LLC for a Declaratory Ruling*, Order Approving Transfers (July 17, 2020).

completion of construction, CHPE intends to transfer ownership of the ARC portion of the Facility to the New York Power Authority (“NYPA”), whereupon NYPA would assume responsibility for owning, operating and maintaining the ARC as part of its transmission system.

In order to effectuate transfer of the ARC to NYPA, both parties (hereinafter “Petitioners”) are jointly seeking authorization of the Commission<sup>2</sup> under PSL 121(2) for a partial transfer of those portions of the CHPE Article VII Certificate relevant to ownership, operation and maintenance of the ARC. This joint petition seeks an Order from the Commission affirming NYPA’s assumption of ownership and responsibility for operating and maintaining the ARC as of a to-be-determined closing date anticipated in or about February 2026.

In support of this request, Petitioners submit an attached Exhibit A, *Summary of Article VII Certificate Conditions Applicable to the ARC*, as well as the required verification from NYPA that it agrees to comply with the terms, limitations and conditions contained in those portions of the Certificate being transferred. Lastly, CHPE notes that it has previously submitted to the Commission two Interconnection Agreements (“IA”s) (filed December 12, 2025), one executed between Petitioners and NYISO related to interconnection of the CHPE HVDC Facility into the Astoria Annex (hereinafter “Astoria Annex Interconnection Agreement”) and Petitioners, NYISO and ConEdison as it relates to the HVAC/ARC portions of the Facility interconnecting at the Rainey Substation (hereinafter “Rainey Interconnection Agreement”).

---

<sup>2</sup> Pursuant to PSL 70(7), no authorization of the Commission is required for the commercial portion of the contemplated transaction, which will be addressed contractually between Petitioners. As the Commission recently affirmed in the Commission’s Declaratory Ruling on Transfer Transaction in *Case 25-E-0192 Petition of Beacon Wind Land LLC for a Declaratory Ruling that Transfer of Land is Not Subject to Review Under Public Service Law Section 70* (issued June 23, 2025), no consent, permission or approval of the Commission is required under PSL 70 where the recipient of the transferred electric system is “a duly constituted authority of the state” such as NYPA. As such, this Petition does not include discussion of commercial terms of the underlying transaction, and focuses only on satisfaction of the requirements of PSL 121 concerning NYPA’s acceptance and assumption of responsibility for compliance with those portions of the Article VII Certificate relating to the ownership, operation and maintenance of the ARC following the Closing.

## **II. BACKGROUND**

### **1. The Parties**

#### ***a. CHPE Entities***

CHPE LLC is a limited liability company organized and existing under the laws of the State of New York and is a special purpose entity created for the purpose of constructing, owning, and operating the Project. CHPE Properties, Inc. is a transportation corporation organized and existing under the New York State Transportation Corporations Law (the “TCL”) and an electric corporation as defined by the TCL. Both entities are electric corporations as defined by the PSL, have been issued a Certificate of Public Convenience and Need pursuant to Section 68 of the PSL for the CHPE Project, and are subject to a lightened regulatory regime.<sup>3</sup>

Collectively, the CHPE entities are the joint holders of the CHPE Article VII Certificate and will retain ownership of, and operate and maintain, the remaining HVDC portion of the CHPE Facility not transferred to NYPA.

#### ***b. NYPA***

NYPA is a corporate municipal instrumentality and a political subdivision of the State of New York, organized and existing under the laws of the State and operating pursuant to Title 1 of Article 5 of the New York Public Authorities Law.

### **2. Facilities to Be Transferred**

---

<sup>3</sup> The Article VII Certificate was originally issued to Champlain Hudson Power Express, Inc. (“CHPEI”) and its wholly-owned subsidiary, CHPE Properties, Inc. (“Properties”). On July 16, 2020, the Commission issued an order approving, among other things, an intra-corporate reorganization through which (1) CHPEI would convert from a corporation to a limited liability company (CHPE LLC), (2) CHPEI would transfer its interests in the Certificate from CHPEI to CHPE LLC, and (3) Properties would continue as a wholly-owned subsidiary of CHPE LLC. *See Order Approving Transfer in Case 20-E-0145: Petition of Champlain Hudson Power Express, Inc., CHPE Properties, Inc., and CHPE LLC for a Declaratory Ruling that a Series of Intra-Corporate Transactions are Not Transfers Subject to Review Under the Public Service Law or, in the Alternative, for Certain Approvals Pursuant to Sections 70 and 121 of the Public Service Law* (July 17, 2020) (the “Transfer Order”). The reorganization took place on August 28, 2020. For the purposes of this filing, “Certificate Holders” and/or “CHPE” refers to CHPE LLC and Properties.

The Commission approved an Environmental Management and Control Plan (EM&CP) authorizing construction of the ARC, also known as Segment 23 of the CHPE Facility, on April 18, 2024 (DMM Item 1660). As described therein, the ARC consists of approximately 3.5 miles of underground high-voltage alternating current (HVAC) transmission line running between the Astoria Annex and Rainey Substations, almost entirely within the streets of Queens, New York, with a small portion on lands owned by Consolidated Edison Company of New York, Inc. (“ConEd”) in the controlled access Astoria Energy Complex. ARC Facility components primarily consist of six 8-inch Schedule (SCH) 40 fiberglass reinforced epoxy (FRE) conduits encased in thermally approved concrete mix (or approved equal), electric cables installed within the conduits, and associated equipment, appurtenances and connections, including substation improvements made at both Astoria Annex and Rainey Substations, most of which were transferred to the respective substation owners pursuant to applicable Interconnection Agreements.

By way of background, the ARC portion of the CHPE project was proposed during Article VII review of the CHPE Facility in order to address potential concerns concerning energy deliverability coming out of the NYPA-owned Astoria Annex 345 kV substation, where CHPE’s HVDC Facility interconnects, to the Rainey substation owned by ConEd. To resolve that concern, Article VII Parties executed a stipulation (Hearing Exhibit 151, DMM item 607 [08/07/2012]) agreeing that the installation of the ARC, in combination with other improvements not relevant here, would address the deliverability concern.

The Certificate Order contemplated, though did not expressly require, that CHPE would construct the ARC and potentially transfer it to another entity such as NYPA to own and operate. During the NYISO interconnection process, the ARC was classified as an Elective System Upgrade Facility which CHPE had the option to install in connection with CHPE’s Merchant

Transmission Facility.<sup>4</sup> CHPE exercised its option to construct the ARC and anticipates completing that work in approximately February 2026, but it does not intend to operate the ARC as part of its HVDC Facility going forward. Thus, CHPE has further agreed to transfer the ARC to NYPA—at no cost to NYPA or New York ratepayers, who will receive a substantial benefit from this multi-million-dollar investment in New York’s electric grid. NYPA will own and operate the ARC as a system deliverability improvement to NYPA’s existing transmission backbone. The ARC will allow NYPA to deliver energy from any source, not just from the CHPE Facility, strengthening the existing transmission system in NYISO Zone J and representing a significant private investment by CHPE in upgrading the State’s electric grid, for the benefit of all ratepayers.

Finally, in accordance with the Astoria Annex Interconnection Agreement, CHPE agreed to install certain System Upgrade Facilities (“SUFs”) at NYPA’s Astoria Annex Substation, which have been turned over or will be turned over to NYPA’s ownership as required by that IA also at no cost to NYPA or New York ratepayers. Those SUFs were previously identified by CHPE as portions of Segment 21 of the CHPE Facility, for which an EM&CP was submitted and approved by the Commission on December 24, 2024 (DMM Item 1975). To ensure clarity of the Record in this proceeding as to which portions of the CHPE-constructed Facility will hereafter be owned and operated by NYPA, those Astoria Annex SUF components are described in the Astoria Annex Interconnection Agreement.

### **III. PORTIONS OF ARTICLE VII CERTIFICATE TO BE TRANSFERRED AND NYPA’S ACCEPTANCE THEREOF**

For purposes of clarity for stakeholders, members of the public, the Commission and DPS Staff, Petitioners have prepared the attached Exhibit A list of Article VII Certificate Conditions

---

<sup>4</sup> See Astoria Interconnection Agreement.

which they agree relate to the operation and maintenance of the ARC Facilities following the transfer to NYPA. As noted below, to the extent any of the conditions contained in Exhibit A still apply to the construction of the ARC, those conditions shall remain the responsibility of CHPE; Petitioners are not requesting to transfer those construction-phase responsibilities in connection with this petition. The Petitioners further propose that the Commission, if it agrees to approve the Partial Certificate Transfer, adopt Exhibit A as the portions of the Article VII Certificate being transferred to NYPA at closing.

The Petitioners have agreed to divide responsibility for compliance with the Certificate and applicable EM&CP based on what phase of the project is involved—construction-related responsibilities and obligations rest with CHPE, while operations and maintenance responsibilities related to any and all aspects of the ARC Facilities will be assumed by NYPA. To the extent that a Certificate Condition listed in Exhibit A references both construction and operations and maintenance obligations, the Petitioners have agreed to jointly comply with those provisions, with the division of responsibilities falling on either side of the construction-versus-operations and maintenance analysis. For example, Condition 145 requires adherence to certain environmental protection measures both during construction of the Facilities and during operations and maintenance. The Petitioners agree that CHPE is responsible for adherence to CC 145 up to the point of Closing, and NYPA assumes responsibility at Closing and thereafter. Similarly, CC 18 imposes certain requirements to obtain approvals from the City of New York—CHPE was responsible for compliance with this requirement to construct the Facility, and any modifications or maintenance work performed by NYPA after Closing which would trigger such approvals will require compliance therewith by NYPA.

Contractually, the Petitioners have made arrangements to ensure that CHPE remains able to access the ARC Facilities to fulfill any post-construction restoration or inspection requirements remaining following the Closing to ensure compliance with the EM&CP and Certificate and proper closeout of construction work. For example, CHPE is required pursuant to CC 55 to arrange for site compliance audits with DPS staff for up to two years following completion of construction. To the degree that these audits are required for the ARC following the Closing of this transaction, CHPE will remain responsible for ensuring compliance with that requirement, with the close coordination and cooperation of NYPA as the Facility owner. Similarly, while NYPA will take over operation and maintenance of the ARC upon closing, it is anticipated that CHPE will continue to provide support and information, facilitate introductions to counterparties, and otherwise work cooperatively with NYPA during the transitional period of its assuming care, custody and control of the Facility assets.

In order to obtain required municipal consents necessary to locate the ARC in the streets of Queens, CHPE had previously obtained a Revocable Consent from New York City authorities. In parallel with the transfer of the ARC to NYPA, Petitioners will be working with NYC agencies to assign the Astoria Revocable Consent to NYPA, which will provide NYPA with the requisite municipal consent necessary to own and operate the ARC following the transfer.

Petitioners note that one Certificate Condition which mentions the ARC segment specifically, but which has been determined not to apply to the proposed Certificate transfer, is CC 15(b), which imposes limitations on CHPE's ability to recover the costs of constructing the Facility from ratepayers. While that condition places a limitation on CHPE<sup>5</sup> to seek construction cost

---

<sup>5</sup> For the avoidance of doubt, CC 15(b) is also inapplicable to the New York State Energy Research and Development Authority's (NYSERDA) Tier 4 Award authorized by the Commission on April 14, 2022 (see Order Approving Contracts for the Purchase of Tier 4 Renewable Energy Certificates in *Case 15-E-0302, Proceeding on Motion of the*

recovery as a merchant transmission developer—and any other entity to seek such construction cost recovery to the extent it sought to recover from ratepayers the cost of constructing the CHPE Facility—that provision is inapplicable to NYPA’s ownership and operation of the ARC following the Closing. NYPA’s recovery of operation costs (*i.e.* operation & maintenance) is recoverable through its NTAC, a rate mechanism contained in the NYISO OATT, which allocates NYPA’s transmission costs statewide on a load-ratio share basis.

As noted above, the ARC was constructed, in part, to address deliverability concerns related to electric energy being transmitted over the CHPE HVDC Transmission System, which terminates at the Astoria substation. Condition 15(b), which was negotiated as part of the settlement and approved in April 2013 by the Commission, limits cost recovery on a merchant basis for the ARC only as it relates to delivery of electricity over the CHPE HVDC Transmission System that then utilizes the ARC. However, years later as part of the NYISO Interconnection Process, the NYISO identified the ARC as a System Upgrade Facility (SUF), which will be available to dispatch electricity as directed by the NYISO to and from Astoria from many different generation sources, and not just those generation sources using the CHPE HVDC Transmission System. The ARC is not an extension of the CHPE HVDC Transmission system, but just one possible path for the electricity to move. Furthermore, pursuant to the NYISO Open Access Transmission Tariff, identified System Upgrade Facilities are expressly excluded from the

---

*Commission to Implement a Large-Scale Renewable Program and Clean Energy Standard*)(“Tier 4 Order”). Following the Commission’s issuance of the Tier 4 Order, NYSERDA awarded a Tier 4 contract to H.Q. Energy Services (U.S.) Inc. (HQUS) to deliver renewable energy produced from facilities owned by HQUS’ parent company Hydro-Québec sited in Québec, Canada, to New York City. While publicity related to that award references the CHPE project, CHPE itself will only transmit the power from Canada to New York City as a merchant transmission owner—CHPE does not itself supply renewable energy generation and it is not a party to the NYSERDA Tier 4 contract. As such, the restrictions of CC 15(b) remain applicable to CHPE itself as a merchant transmission owner, and are inapplicable to the separate Tier 4 agreement for energy supply between NYSERDA and HQUS.



definition of Merchant Transmission Facilities.<sup>6</sup> For these reasons, Condition 15(b) does not apply to NYPA's ownership and operation of the ARC and this condition is not included in Exhibit A.

The CHPE Facility represents one of the largest private investments made in New York State's transmission system in decades—the ARC represents a significant portion of this investment.<sup>7</sup> After constructing the ARC at its own expense, CHPE is essentially donating these significant grid improvements to the State, through NYPA. This provides a substantial benefit to ratepayers and the State's electric grid above and beyond the numerous other financial benefits generated by this important electric reliability project. While the standard for a Certificate Transfer under PSL 121(2) does not expressly involve a public interest determination by the Commission—the statute simply requires agreement by the receiving entity to be bound by the terms and conditions of the Certificate being transferred, which NYPA has done here (see Exhibit B)—this transaction nevertheless serves the public interest.

#### IV. CONCLUSION

The Petitioners seek the Commission's approval of the partial Certificate transfer described herein, which transfer should take effect upon commercial Closing. As is customary in these types of transactions, the Petitioners anticipate filing a letter with the Commission notifying it of the Closing date and affirming that the transfer contemplated herein, should it be approved by the Commissioners, has been consummated.

---

<sup>6</sup> “**Merchant Transmission Facility** shall mean an Interconnection Customer's proposed new transmission facility that will interconnect to the New York State Transmission System or a proposed upgrade—an improvement to, addition to, or replacement of a part of an existing transmission facility—to the New York State Transmission System, for which the costs of construction will be recovered through negotiated rates instead of cost-based rates and not subject to the competitive evaluation and selection process for purposes of cost allocation under Attachment Y to the ISO OATT. Merchant Transmission Facilities shall not include Attachment Facilities, Distribution Upgrades, Network Upgrade Facilities, System Upgrade Facilities, or System Deliverability Upgrades.” See Sections 30.1 Att X Definitions, 31.1. Att Y Definitions, and Section 40.1 Att HH Definitions of the NYISO Open Access Transmission Tariff.

<sup>7</sup> See <https://www.nyserda.ny.gov/All-Programs/Large-Scale-Renewables/Tier-Four>.

Dated: December 12, 2025

Respectfully submitted,

*Peter M. Casper*  
Peter Casper, Esq.  
Assistant General Counsel  
*New York Power Authority*

*Laura Bomyea Darling*  
Laura Bomyea Darling, Esq.  
Young/Sommer LLC  
*Attorneys for CHPE*

## **Exhibit A**

### Certificate Conditions Relevant to Ownership and Operation of the ARC

CC 1) Subject to the Conditions set forth in this Opinion and Order, Champlain Hudson Power Express, Inc. and CHPE Properties, Inc. (“Certificate Holders”), are granted a Certificate of Environmental Compatibility and Public Need (“Certificate”), pursuant to Article VII of the New York Public Service Law (“PSL”), authorizing the construction and operation of an electric transmission facility comprised of the following components: . . . (iii) a HVAC cable circuit extending from NYPA’s 345 kV GIS Substation at Astoria, Queens to Con Edison’s 345 kV Rainey Substation located on the corner of 36th Avenue and Vernon Boulevard in Queens, New York (the “Astoria-Rainey Cable” . . .”

CC 5) The portions of the Allowed Deviation Zone to be occupied by the Facility once construction is complete are referred to herein as the Facility ROW. The Certificate Holders shall also acquire and maintain the continuing right to enter onto and use certain additional lands immediately adjacent to the Facility ROW needed for repair and maintenance purposes, including preclusion of vegetative encroachment, on terms prohibiting the owners of such land from taking any action on that land that would interfere with such repair and maintenance activities.

CC 7) In the event of any conflict between the express provisions of this Certificate and any of the provisions of the Joint Proposal, including the Best Management Practices document (“BMPs”) and the Environmental Management and Construction Plan Guidelines document (“EM&CP Guidelines”), both of which are attached as appendices to the Joint Proposal, the express provisions of this Certificate shall govern.

CC 14) The Certificate Holders shall integrate and coordinate maintenance of the Facility with that of adjacent facilities, structures, and property in accordance with the EM&CP.

CC 16) Each substantive federal, state, and local law, regulation, code, and ordinance applicable to the Facility authorized by this Certificate shall apply except as set forth in Condition 17 below and except and to the extent that the Commission has refused to apply any substantive local ordinances, laws, resolutions, or other actions issued thereunder or local standards or requirements, as being unreasonably restrictive as listed in the Revised and Updated Exhibit 7 to the Application (see Exhibit 115 to the Joint Proposal).

CC 17) No state or municipal legal provision purporting to require any approval, consent, permit, certificate, or other condition for the construction or operation of the Facility authorized by this Certificate shall apply, except (i) those of the PSL and regulations and orders adopted thereunder, (ii) those provided by otherwise applicable state law for the protection of employees engaged in the construction and operation of the Facility, (iii) those regarding permits issued pursuant to federally approved authority, (iv) those regarding the right to use or occupy state or municipal property (including ROW), and (v) those discussed in Condition 18 below.

CC 18) Subject to the Commission's ongoing jurisdiction, the Certificate Holders shall apply for certain local regulatory permits and approvals, to wit:

a. The following City of New York ("CNY") regulatory permits and approvals that would be applicable to construction and operation of those portions of the Facility located within the boundaries of CNY in the absence of PSL § 130: building permits, street excavation permits, street closure permits, permits for structural welding, permits under the CNY Fire Code, permits under the CNY Construction Codes and Electrical Code, permits for the discharge of wastewater or stormwater to CNY's sewer system, permits for the use and supply of water, and forestry permits.

b. If the Certificate Holders believe that any action taken, or determination made, in connection with the permits and approvals referenced in subpart (a) of this Certificate Condition is unreasonable or unreasonably delayed, they may petition the Commission, upon reasonable notice to the permitting authority, to seek a resolution of any such unreasonable requirement or unreasonable delay. The permitting authority may respond to the petition, within ten (10) business days, to address the reasonableness of any requirement or delay.

CC 28) In order to protect CI, Certificate Holders shall:

c. comply with all procedures identified by the Designated Representative(s) of the owners and/or operators of such CI or Potential CI, including, without limitation, application procedures and compliance with requirements for obtaining relevant rights, permission, permits, or authorization, whenever the Certificate Holders seek to undertake any studies, surveys, testing, sampling, preliminary engineering, pre-construction, construction, operation, maintenance, or repair activities that involve CI or Potential CI, except in cases

where such actions must be taken on an expedited basis to protect the public or to ensure reliable operation of the Facility, whereupon Certificate Holders shall provide such Designated Representatives with such notice and obtain such approvals as is reasonable under the circumstances, and except where such procedures are subject to the Commission's jurisdiction and the Commission or its designee finds such procedures to be unreasonable or unduly restrictive. Notwithstanding the foregoing, the Certificate Holders shall not be required to comply with the requirements of subsection (c) of this Condition for the transport or travel over or under CI or Potential CI by the Certificate Holders and their agents, employees, and contractors where such CI or Potential CI is located in, over, or under public waterways, roads, streets, highways, or railroad ROW, unless such transportation would be subject to special approval by state and/or local authorities due to the size or weight of load(s) transported; and

d. provide to the owner(s) and operator(s) of Potential CI or CI, at least one hundred-and-eighty (180) days prior to the filing of the relevant Segment EM&CP, a proposal for the location and design of the Facility (including a proposed Construction Zone) and the methods of construction to be employed with respect to all locations involving CI ("Proposal"). The Certificate Holders' Proposal must include all studies, calculations, tests, results, explanations, protocols, drawings, proposed construction schedules, and documents developed through the consultations described in subsections (a) and (b) of this Condition, other documentation identified in Condition 162, and any other information that supports the proposal. To the extent that any such Proposal addresses CI that was not previously identified as Potential CI, the Certificate Holders shall conduct the consultations described in subsections (a) and (b) of this Condition 28 with the Designated Representative(s) of the owner(s) or operator(s) of such CI and shall perform all other activities required by such paragraphs with respect to such CI in as reasonably expeditious a manner as possible and shall provide any resulting studies, calculations, tests, results, explanations, protocols, drawings, proposed construction schedules, and documents to the appropriate Designated Representative in a timely fashion; and

e. advise owner(s) and operator(s) of CI at least thirty (30) days prior to commencing any planned repair, construction, operation, or maintenance activity relating to the Facility affecting or occurring in the vicinity of such owner's or operator's CI, unless such actions must be taken in less than thirty (30) days to protect the public or to ensure reliable operation of the Facility, whereupon Certificate Holders shall provide such notice as is reasonable under the circumstances; provided that, in any event, "vicinity" with respect to CI used to transmit or distribute natural gas shall mean all areas within two hundred (200) feet thereof and with respect to all other CI shall mean all areas within one hundred (100) feet thereof; and

f. immediately upon knowledge or discovery of any damage to or adverse effect on any CI or Potential CI resulting from any studies, surveys, testing, sampling, preliminary engineering, pre-construction activities, construction, operation, maintenance, or repair of the Facility, report to the owners and operators of the affected CI or Potential CI the nature and existence of such damage or effect and other known facts relating to the cause thereof; and

g. notify the owners or operators of CI or Potential CI as soon as possible in the event of any situation involving imminent risk to health, safety, property, or the environment requiring the Certificate Holders to cross such CI or Potential CI or to use any associated property to address the emergency. Such notice shall not be required for the transport or travel over or under CI or Potential CI by the Certificate Holders or their agents, employees, or contractors where such CI or Potential CI is located in, over, or under public waterways, roads, streets, highways, or railroad ROW unless such transportation would be subject to special approval by state and/or local authorities due to the size or weight of load(s) transported; and

CC 29) Reimbursement of Owners or Operators of CI and/or Potential CI for Certain Expenses:

a. Subject to the provisions of subsections (b) and (c) of this Condition, the Certificate Holders shall reimburse owners and/or operators of Potential CI or CI for the reasonable costs they incur in the following activities:

2. reviewing pre-construction activities, designs, construction methods, maintenance and repair protocols, and means of gaining access to Potential CI or CI proposed by Certificate Holders.

3. reviewing studies and design proposals described by Condition 28(d) and the EM&CP filings described in Certificate Condition 162.

4. conducting or preparing such additional studies and designs as may be agreed to by Certificate Holders or approved by the Commission pursuant to Condition 29(a)(3).

5. coordinating with, and monitoring the activities of, the Certificate Holders during pre-construction activities, construction, maintenance and repair of the Facility.

6. conducting maintenance and repair work on CI property or facilities, but only to the extent of increases in such costs that result from the presence of the Facility.

7. repairing damage to Potential CI or CI or associated property caused by Certificate Holders or their representatives in connection with any studies, surveys, testing, sampling,

preliminary engineering, pre-construction activities, construction, operation, maintenance or repair of the Facility.

8. scheduling and implementing electric system outages required by any studies, surveys, testing, sampling, preliminary engineering, preconstruction activities, construction, operation, maintenance, or repair of the Facility.

b. For the purposes of this Certificate Condition 29, cost shall be deemed to be reasonable if in the case of each separate review of a study or design proposal described in subsection (a)(3) of this Certificate Condition, the total cost to be borne by the Certificate Holders is five thousand dollars (\$5,000) or less.

c. Certificate Holders' cost responsibility is limited as follows: a Potential CI or CI owner or operator who intends to incur costs as described in subsection (a) of this Certificate Condition 29 for which reimbursement will be sought for activities other than reviewing a study or design proposal described in subsection (a)(3) of this Certificate Condition 29, or for reviewing such a study or design proposal but in an amount greater than five thousand dollars (\$5,000), must provide Certificate Holders with a written description of the scope of the planned studies or activities and a good faith estimate of the expected costs, except where such studies or activities are undertaken in a situation involving unscheduled electric outages or an imminent risk to health, safety, property, or the environment, in which case Certificate Holders' reimbursement obligations shall be limited to reasonably incurred costs. Within sixty (60) days of the expenditure by the owners and/or operators of affected Potential CI or CI of any funds which are eligible for reimbursement by the Certificate Holders under this Certificate, the Potential CI or CI owner or operator shall present Certificate Holders with a final invoice for the actual costs incurred, but not to exceed twenty-five percent (25%) over the good faith estimate unless approved by Certificate Holders in advance in writing or, in the case of a dispute between the Certificate Holders and the Potential CI or CI owners or operators, by the Commission. Certificate Holders shall pay the authorized invoice amount within thirty (30) days of receipt.

d. Disputes concerning the Certificate Holders' cost reimbursement responsibility shall be brought to the Commission for resolution.

CC 34) The Certificate Holders shall keep local fire department and emergency management teams apprised of on-site chemicals and waste and shall also advise owners and operators of CI as to on-site chemicals and waste stored within one hundred (100) feet of their CI. In the case of CI located within the CNY, the Certificate Holders shall advise CI owners and



operators of on-site chemicals and waste stored within three hundred (300) feet of such facilities. All chemicals shall be secured in a locked and controlled area(s).

CC 35) The Certificate Holders shall notify DPS Staff and the New York State Department of Environmental Conservation (“NYSDEC”) immediately of any petroleum product spills. The Certificate Holders shall also notify owners and operators of CI of any petroleum product spills within one hundred (100) feet of their CI, provided however that in the case of CI located within CNY, the Certificate Holders shall advise CI owners and operators of petroleum product spills within three hundred (300) feet of such facilities.

CC 36) The Certificate Holders shall comply with the requirements for the protection of underground facilities set forth in 16 N.Y.C.R.R. Part 753, entitled “Protection of Underground Facilities.”

CC 55) The Certificate Holders shall organize and conduct site-compliance audit inspections for DPS Staff as needed, but not less frequently than once per month during the site preparation, construction, and restoration phases of the Facility and at least annually for two (2) years after the COD.

CC 56) Nothing herein shall be deemed to limit the right of any jurisdictional agency to enter and inspect the Facility to assess compliance with any permit issued by such agency or any applicable substantive statute or regulation under such agency’s jurisdiction; provided, however, that such inspection shall, to the extent possible, be coordinated with the DPS Staff (authorized pursuant to PSL § 8).

CC 81) The application of herbicides shall be made under the direct supervision of a NYSDEC Certified Applicator (“Applicator”) who shall own or be employed by a NYSDEC registered business. The supervising certified Applicator shall be familiar with and understand the Conditions of this Certificate, the approved EM&CP, and any other pertinent Orders issued in this proceeding and shall be present in the field to ensure compliance with provisions in such documents for targeting species and for proper application of authorized herbicides.

CC 82) All herbicides used shall have valid registrations under applicable state and federal laws and regulations.

CC 83) Application of herbicides shall conform to all label instructions and all applicable federal and state laws and regulations. Herbicides shall not be applied within one hundred (100) feet of any public water supply (reservoirs and wellheads) or any private well-head of which Certificate Holders have actual knowledge. Applicators shall reference maps that indicate treatment areas, and wetland and adjacent area boundaries, prior to treating. Applications required in seasonally flooded freshwater wetlands shall be undertaken during a dry season.

CC 84) The Certificate Holders shall notify DPS Staff and the appropriate NYSDEC Regional Natural Resource Supervisor(s) and Pesticide Control Specialist fourteen (14) days prior to the commencement of any herbicide application on the Facility.

CC 112) The Certificate Holders shall have a continuing obligation during the life of the Facility to respond promptly to complaints of negative archeological impacts and to consult with OPRHP, the Council, Indian tribes, and other appropriate parties identified in the CRMP to resolve adverse effects on historic properties and determine the appropriate avoidance, treatment, or mitigation measures.

CC 119) This section of this Certificate deals with the interconnection of the Facility to the New York State Bulk Power System ("NYSBPS") and with certain aspects of the operation of the Facility while interconnected with the NYSBPS. Some of these matters may also be subject to regulation by the FERC under the FPA. Nothing contained in this section shall be construed as limiting or waiving Certificate Holders rights under the FPA in any way. In the event that Certificate Holders petition a tribunal of competent jurisdiction to determine whether any of the conditions and/or requirements established within this Transmission System Reliability section are regulated within the scope of FERC's exclusive jurisdiction under the FPA, Certificate Holders will provide a copy of such petition to DPS Staff within three days of filing. If determined by such tribunal to be within FERC's exclusive jurisdiction, Certificate Holders' compliance with FERC's requirements applicable to such matters (including without limitation any requirements established in any tariff or service agreement

accepted for filing by FERC) shall be regarded as full and complete compliance with any such conditions and/or requirements established in this section.

CC 121) The Certificate Holders shall connect the HVDC Transmission System to the 345 kV Astoria bus owned by NYPA at 345 kV, as shown in Appendix B. Certificate Holders shall connect the Astoria-Rainey Cable to the 345 kV Astoria bus owned by NYPA and to the 345 kV Rainey bus owned by Con Edison as shown in Appendix B.

CC 122) The Certificate Holders shall work with NYPA and Con Edison, and any successor Transmission Owner(s) ("TOs") (as defined in the NYISO Agreement) to ensure that the Facility has a power system relay protection and appropriate communication capabilities to ensure that operation of the electric transmission system is adequate under NPCC Bulk Power Protection Criteria, and meets the protection requirements at all times of the NERC, NPCC, NYSRC, NYISO, Con Edison, and NYPA and any successor organizations. The Certificate Holders shall ensure that their power system relay protection and communication capabilities comply with applicable NPCC criteria and shall be responsible for the costs to verify that their relay protection system is in compliance with applicable NERC, NPCC, NYISO, NYSRC, Con Edison and NYPA criteria.

CC 123) The following requirements apply:

d. The Certificate Holders shall maintain the Facility in accordance with the approved tariffs and applicable rules and protocols of NYPA, Con Edison, NYISO, NYSRC, NPCC, NERC, and NAERO, and successor organizations.

e. The Certificate Holders shall obey operational orders and dispatch instructions issued by NYISO or its agent or successor pursuant to applicable tariffs, manuals, rules, protocols, and other relevant documents applicable to the Facility. In the event that the NYISO System Operator encounters communication difficulties, the Certificate Holders shall obey dispatch instructions issued by the Con Edison Energy Control Center, or its successor(s), pursuant to applicable tariffs, manuals, rules, protocols, and other relevant documents applicable to the Facility in order to maintain reliability of the transmission system.

CC 124) The Certificate Holders shall fully comply with the applicable reliability criteria of NYPA, the Commission, Con Edison, NYISO, NPCC, NYSRC, NERC, NAERO and their successors. If the Facility fails to meet such reliability criteria at any time, the Certificate Holders shall notify NYISO immediately, in accordance with NYISO requirements, and shall simultaneously provide the Commission, NYPA and Con Edison with a copy of the NYISO notice.

CC 125) The Certificate Holders shall file a copy of the following documents with the Secretary and provide any updates to the documents throughout the life of the Facility:

- a. all facilities agreements with Con Edison, NYPA, and successor Transmission Owners (as defined in the NYISO agreement);
- b. any documents submitted to the NYSRC, including but not limited to, any updates issued by the NYSRC;
- c. . . . Should the Certificate Holders apply in the future to NYISO for additional Capacity Resource Interconnection Service ("CRIS") rights for the Facility, they shall file with the Commission copies of all documents submitted to NYISO, provided however that in the case of documents containing confidential information of the NYISO, Certificate Holders shall not be obligated to file any materials that NYISO refuses to authorize Certificate Holders to file. Certificate Holders shall file such documents with the Commission, even if they choose not to fund construction of the System Deliverability Upgrades (as that term is defined in the OATT) required to obtain such additional CRIS rights;
- g. If any equipment or control system with different characteristics is to be installed, the Certificate Holders shall provide that information to the Commission, NYPA and Con Edison before any such change is made at least three (3) months in advance so that it can be reviewed prior to installation (throughout the life of the Facility).

CC 126) Within five (5) business days of any failure of equipment causing a reduction of more than ten (10) percent in the capability of the Facility to transmit electric power, the Certificate Holders shall promptly provide to DPS Staff, NYPA, and Con Edison copies of all notices, filings, and other substantive written communications with NYISO as to such reduction, any plans for making repairs to remedy the reduction, and a proposed schedule for any such repairs. The Certificate Holders shall provide monthly reports to DPS Staff, Con Edison, and NYPA on the progress of any repairs until completed. The report shall contain, when available, copies of applicable drawings, descriptions of the equipment involved, a

description of the incident, and a discussion of how future occurrences will be avoided. The Certificate Holders shall work cooperatively with NYPA, Con Edison, and NYISO to avoid any future occurrences. If such equipment failure is not completely repaired within nine (9) months of its occurrence, the Certificate Holders shall provide a detailed report to the Secretary within nine (9) months and two (2) weeks after the equipment failure, setting forth the progress on the repairs and indicating whether the repairs will be completed within three (3) months. If the repairs will not be completed within three (3) months, the Certificate Holders shall explain the circumstances contributing to the delay and demonstrate why the repairs should continue to proceed.

CC 127) . . . If the Certificate Holders subsequently decide to participate in the NYISO's Black Start program, they shall demonstrate annually that the Facility can be black started. The Certificate Holders shall schedule with the NYISO, Con Edison, and NYPA the black start test and demonstrate black start procedures. If the Black Start Test fails, the Certificate Holders shall produce a report describing the test, detailing the cause (including copies of diagrams, photos, details of the test, and illustrations of the fail test) and what actions or changes are being made to the black start procedures. A copy of the report shall be submitted to Con Edison, NYPA, the Commission, and the NYISO. The Certificate Holders will provide the opportunity for DPS Staff to observe the black start testing and to attend all meetings related to Black Start. The Certificate Holders shall effectuate a successful black start annually to qualify for the Black Start program.

CC 131) The Certificate Holders shall make modifications to the Facility if it is found by the NYISO or the Commission to cause reliability problems to the New York State Transmission System. If NYPA, Con Edison, or the NYISO bring concerns to the Commission, the Certificate Holders shall be obligated to respond to those concerns. The Certificate Holders shall prepare a report within forty-five (45) days of notification by DPS Staff that DPS Staff has determined that a reliability problem exists.

CC 132) No less than sixty (60) days prior to the Facility's anticipated COD, the Certificate Holders shall file with the Secretary, Operation and Maintenance Plan(s) for the Facility's Interconnection Facilities. The plan(s) shall be updated yearly and a copy of the updated plan(s) shall be filed with the Secretary; the plan(s) and updates shall be provided to Con Edison and NYPA.

CC 135) If there is a failure of one of the Facility's cables, the Certificate Holders shall report, within one (1) day of determining the location of the fault, to Bulk Electric System Section of DPS Staff, Con Edison, and NYPA as well as the likely location of and schedule for repairs. Any changes in the schedule shall be reported to DPS Staff, Con Edison, and NYPA.

CC 136) The Certificate Holders shall provide the Bulk Electric System Section of DPS with a copy of their emergency procedures and contacts, and an updated copy shall be provided with documentation of any modifications.

CC 137) The Certificate Holders shall report any theft of materials related to the Facility with a value in excess of ten thousand dollars (\$10,000) to the DPS Representative within one (1) business day of the time when the theft comes to the attention of the Certificate Holders. The Certificate Holders shall provide the DPS Representative with a list of the stolen items to the extent known and a copy of any police report.

CC 145) Except where the provisions of this Certificate require otherwise, the environmental protection measures contained in the Joint Proposal and the Certificate Holders' Article VII Application, the WQC, the approved EM&CP Guidelines, and the approved BMPs shall be incorporated into the proposed EM&CP and applied during construction, operation, and maintenance of the Facility. Applicable Conditions of this Certificate, approved EM&CP, and orders approving the EM&CP and any Segment EM&CP shall be included in any design, construction, ownership, or maintenance contracts associated with the Facility.

CC 158) The EM&CP approved by the Commission may incorporate modifications from the EM&CP proposed by the Certificate Holders. No change to the approved EM&CP may thereafter be made except in accordance with the following procedures:

- a. For a proposed change that:
  - (i) would involve a site listed or eligible for listing on the New York State or National Register of Historic Places, the Certificate Holders shall give at least two (2) weeks prior notice to the Field Service Bureau of OPRHP.
  - (iii) would affect the occupied habitat of a TE species, the Certificate Holders shall give at least two weeks prior notice to NYSDEC and to the USFWS or NMFS (where applicable) prior to providing notice to DPS staff of the proposed change.

(vi) Would involve the herbicides planned for use (including mixed proportions, additives or method of application), the Certificate Holders shall give at least thirty (30) days prior notice to NYSDEC.

(vii) would affect land or water owned or controlled by CNY, the Certificate Holders shall give at least two (2) weeks prior notice to CNY.

b. The Certificate Holders shall report any proposed changes to the EM&CP to DPS Staff. DPS Staff will refer to the Commission for approval any proposed changes that cause a substantial increase in environmental impact, after consultation with NYSDEC, any proposed changes that relate to contested issues decided during the proceeding, and any proposed changes affecting State highways (but need not do so if the report indicates NYSDOT's agreement to such proposed changes). DPS Staff is authorized to approve all other proposed changes, in accordance with the procedure outlined herein, and will submit reports of such changes to the Secretary or the Secretary's designee, which reports will be posted on the Commission's website under this case number.

c. Upon being advised that DPS Staff will refer a proposed change to the Commission, the Certificate Holders shall notify all active parties that have requested to be so notified, as well as property owners or lessees whose property is affected by the proposed change. The notice shall:

(i) describe the original conditions and the requested change;

(ii) provide documents supporting the request; and

(iii) state that persons may comment by writing to the Commission within twenty one (21) days of the notification date.

d. The Certificate Holders shall not execute any proposed change until they receive written approval from the Commission (if Commission approval is required pursuant to subparagraph (a) of this paragraph) or oral or written approval from DPS Staff (in the case of a change that Staff has authority to approve) except in emergency situations threatening personal injury, property damage, or severe adverse environmental impact, or as specified in the EM&CP. When the Certificate Holders have obtained oral approval from DPS Staff for a change, DPS Staff will confirm such approval in writing within ten (10) business days.

CC 159) The EM&CP and, as and when appropriate, a Segment EM&CP and any proposal to modify the EM&CP or a Segment EM&CP shall address, but not be limited to, the following information:

- a. details of work site dimensions; construction ROW and off-ROW access needs and locations; locations and descriptions of work scheduled or planned by others in the vicinity of the construction identified after consulting relevant federal, state, and city agencies; and measures to protect adjacent facilities, structures and vegetation;
- b. documentation of methods to meet the requirements of this Certificate and incorporation of appropriate engineering standards, regarding existing road, bridge, and culvert conditions;
- c. location of the utility, water, steam, sewer, and wastewater crossings and other nearby utility facilities, including CI facilities, and methods for protecting the cable and other facilities, including CI facilities, at those crossings and nearby locations; the plan shall include detailed construction techniques, methods, and equipment descriptions for the protection of existing utilities including, but not limited to, how damage to existing utilities will be avoided and how any contingency will be met in case damage does occur, and for coordination with utilities and public service providers;
- d. detailed construction schedule and coordination plans, including those in connection with other utility owners and operators with respect to any work on the Facility for which coordination is required by this Certificate or other related agreement(s), including construction calendar;
- e. each construction activity as discussed in Condition 58;
- f. a comprehensive plan to identify encroachments within the Construction Zone as discussed in Condition 60;
- l. details of cable pulling and splicing plans that include locations of any spare conduits that will be installed;
- m. night time construction provisions, including lighting and noise control, and mitigation measures, including conditions when night time construction will be undertaken;
- n. public road traffic control and public safety and the MPT plans as discussed in Condition 39;
- o. details regarding street work, including provisions for minimizing the duration and extent of open excavation, traffic disruptions, and work within and adjoining public streets and public street ROW;



- p. public safety control provisions including practices for work near residential and publicly accessible sites; fencing around open work areas, and provisions for through traffic, and alternative access;
- q. designated parking areas and equipment storage and staging locations;
- r. details for drainage line repair procedure and drawings in the event of a crushed or severed drain lines;
- s. provision for submission of a certification by a professional engineer licensed by the State of New York stating that, if constructed in accordance with the final design plans, the Facility shall, to the extent applicable, comply with the interim electrostatic field standard established by the Commission in Opinion No. 78-13 (issued on June 19, 1978 in Cases 26529 and 26559) and the limit for magnetic fields set in the Statement of Interim Policy on Magnetic Fields of Major Electric Transmission Facilities (issued on September 11, 1990 in Cases 26529 and 26559) or with any standard test that has superseded these standards at the time of consideration by the Commission of the EM&CP or a particular Segment EM&CP;
- t. a work plan for reducing magnetic fields, which will include documentation of the calculation of anticipated average magnetic field levels, overland and underwater with the Facility in operation;
- u. impact avoidance and/or minimization measures for regulated wetlands, streams, and other environmental resources including any maps and plan drawings of streams, regulated wetlands, and sensitive habitat crossing locations, site-specific stream-crossing techniques for the construction of the Facility and for the construction of any access roads to be used for such construction, and selective vegetation-clearing techniques in areas near streams or regulated wetlands;
- v. measures consistent with this Certificate, the Joint Proposal, the BMPs, and the EM&CP Guidelines to avoid and/or minimize impacts to TE species and RTE plants and their occupied habitat;
- x. a notice of intent to exercise authority under the SPDES General Permit for construction activities;
- y. details of erosion control plans, including grading and filling at the overland Construction Zone, Converter Station, and substation, so as to provide for the control of discharges incidental to the construction of the Facility, including to stormwater, groundwater, and surface waters, and meet applicable water quality standards;

- z. methods to avoid the effects of sediment on nearby facilities and infrastructure, including avoidance techniques with respect to the clogging of outfalls and diffusers;
- aa. spoil control plans for excavations, including for any materials proposed for use as backfill in the underwater or overland route, identification of its source and the evaluation of its suitability;
- bb. a blasting plan that includes the information described in the BMPs;
- cc. work plan for storage of all petroleum products and hazardous chemicals which may be used during, or in connection with, the construction, operation, or maintenance of the Facility, fuel and fluids spill prevention and control plans;
- dd. work plans for responding to and remediating the effects of any spill of petroleum products or hazardous substances that occurs during construction of the Facility on land or in the water in accordance with applicable federal and state laws, regulations, and guidance, which shall include proposed methods of handling spills of petroleum products and any chemicals that may be stored or utilized during the construction, operation, or maintenance of the Facility;
- gg. invasive species control measures during construction;
- jj. other mitigation measures as appropriate to demonstrate compliance with other permits and approvals;
- kk. plans and specifications for site and pavement restoration, including pre-existing drainage systems;
- ll. noise mitigation plan for noise sensitive sites showing the locations of residential areas and other noise-sensitive areas along the proposed ROW of the Facility and the specific procedures to be followed to minimize noise impacts related to ROW clearing, facility construction, and operation for the Facility;
- nn. plans for use of roadways for the delivery of oversized loads in the event that transportation of oversize loads by road is required. The Certificate Holders shall obtain any necessary governmental permits associated with transport of such oversized loads and provide copies of such permits to the Secretary;

oo. a plan for responding to and remediating the effects of any spill of petroleum or any hazardous substances that occurs during the construction of the Facility, in accordance with applicable state and federal law and regulations. Such plan shall be developed in accordance with such applicable laws and regulations and relevant official guidance and shall include proposed methods of handling spills of petroleum products and any hazardous substances which may be stored or utilized during construction, operation, or maintenance of the Facility;

pp. For excavations in close proximity to buildings, walls, or other structures:

i. a description of the support system method for each such location where support is determined to be necessary;

ii. the rationale for each such location where it is determined that support systems are unnecessary; and

iii. support system designs for each location where it is determined that support is necessary; designs shall demonstrate approval by a registered professional engineer licensed in New York State.

qq. For excavations that will be below the level of the base or footing of any foundation or retaining wall:

i. a list of all locations where excavation below the base or footing of any structure is considered necessary;

ii. a description of the support system method for each such location where support is determined to be necessary;

iii. the rationale for each such location where it is determined that support systems are unnecessary per OSHA Requirements 1926.651(i)(2)(ii), 1926.651(i)(2)(iii), and 1926.651(i)(2)(iv); and

iv. support system designs for each location where it is determined that support is necessary; designs shall demonstrate approval by a registered professional engineer licensed in New York State.

CC 161) The Certificate Holders shall also include in the EM&CP:

b. A maintenance and emergency action plan that shall include, at a minimum, (i) a schedule for periodic verifications, not to exceed three (3) years for overland locations . . . of the depth of burial of the cable and the standard to be used to determine, based upon

inspection results, whether, and if so, what relocation, reburial, and/or added protection measures for the cable or pre-existing facilities or infrastructure are required; (ii) ROW vegetation maintenance plan; (iii) provisions for stabilizing erosion and resolving drainage problems; and (iv) control of access to the ROW and facility components.

CC 162) In order to protect CI described in Condition 27, the Certificate Holders shall include in the EM&CP:

- a. an interference study, conforming to industry standards and performed by an individual or individuals with suitable qualifications to conduct such study, with respect to each location at which the Facility crosses CI or comes into such proximity to CI that an interference study is warranted by Good Utility Practices, and specifying any proposed mitigation measures;
- b. a study to determine whether the Facility may have corrosive effects on any CI, conforming to industry standards and performed by individual(s) with suitable qualifications to conduct such study, and specifying any proposed mitigation measures;
- c. detailed cable ampacity and thermal calculations and documentation demonstrating that CI will not be adversely affected by the construction, operation, or maintenance of the Facility; such documentation shall include study results, calculations, and underlying assumptions used in the analysis and also to include, but not be limited to, cable specification, installation cross sections, thermal resistivity (tested or assumed) and, in the case of alternating current ("AC") lines only, magnetic field studies;
- d. detailed calculations and documentation demonstrating that CI will not be adversely affected by the weight and installation methodology of the Facility's cables; such calculations and documentation shall respond to and address study results and shall set forth the underlying assumptions used in the analysis and shall also include, but not be limited to, cable specification, installation cross sections, geotechnical data (tested or assumed), and proposed mechanical protection;
- h. protocols for performing repair and maintenance work on the Facility in proximity to CI;

## **Exhibit B**

STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION

---

Application of Champlain Hudson Power Express for a Certificate of Environmental Compatibility and Public Need Pursuant to Article VII of the PSL for the Construction, Operation and Maintenance of a High Voltage Direct Current Circuit from the Canadian Border to New York City.

---

Case 10-T-0139

AFFIDAVIT OF JEFFREY GELLER

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF WESTCHESTER         )

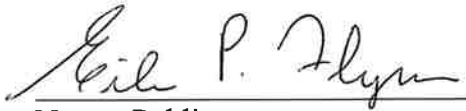
**Jeffrey Geller**, being duly sworn, deposes and says that:

1. I am the Director of Licensing for the Power Authority of the State of New York ("NYPA"), one of the Petitioners named in this proceeding. I have read the foregoing Petition, know the contents thereof, and the facts stated therein with respect to NYPA, and they are true to the best of my knowledge, information and belief.
2. CHPE LLC and CHPE Properties, Inc. ("CHPE") are the holders of a Certificate of Environmental Compatibility and Public Need ("Certificate") issued on April 18, 2013 by the New York State Public Service Commission (the "Commission") pursuant to Article VII of the Public Service Law ("PSL"), to construct and operate the Champlain Hudson Power Express Project (the "Facility"). As approved by the Commission, the Facility consists of a 339-mile underground and underwater high voltage direct current ("HVDC") transmission line, an aboveground Converter Station in Astoria, Queens, a 3.5-mile high voltage alternating current transmission line ("HVAC") between the Astoria and Rainey substations called the "Astoria Rainey Cable" ("ARC") and associated interconnections, substation improvements, and appurtenances.
3. CHPE and NYPA are jointly seeking approval from the New York Public Service Commission (the "Commission") under Section 121(2) of the New York Public Service Law ("PSL") authorizing partial transfer of the Certificate as it relates to identified conditions for the sole purpose of NYPA's ownership, operation and maintenance of the ARC.

4. Pursuant to the provisions of Section 121(2) of the PSL, NYPA hereby agrees to assume the responsibilities associated with the partial Certificate to be transferred for the ownership, operation and maintenance of the ARC and to comply with the terms, limitation and conditions contained therein, including any requirements contained in the associated Segment 21 and 23 Environmental Management and Construction Plan approved by the Commission in Case No. 10-T-0139.

  
JEFFREY GELLER

Sworn to and subscribed before me  
This 9<sup>th</sup> day of December, 2025

  
Notary Public

EILEEN P. FLYNN  
Notary Public, State Of New York  
Qualified In Westchester County  
No. 02FL6016923  
Commission Expires November 30, 2026