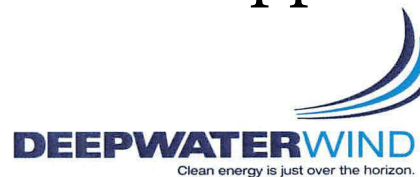


Appendix A



December 4, 2017

Hon. Francis Bock, Clerk
East Hampton Town Trustees
267 Bluff Road
East Hampton, NY 11937

How is it possible for the Trustees or the Town to protect the environments of Wainscott Pond and Georgica Pond by granting Deepwater Wind easements without first requiring it to submit a detailed assessment of the impact its proposal will have on the environment?
By entering into any such agreement prematurely and blindly without due diligence would be an abdication of responsibility by the Trustee and the Town.
Note by Si Kinsella (Dec 12)

RE: Proposed Community Benefits and Real Estate Agreements Between Deepwater Wind and East Hampton, NY

Dear Mr. Bock:

We are pleased to present the attached summary of proposed Community Benefits and Real Estate Agreements between Deepwater Wind and East Hampton.

Deepwater Wind is committed to being a valued and constructive member of the East Hampton community. Our South Fork Wind Farm will help PSEG Long Island avoid the need to build new fossil-fired power plants or transmission lines in East Hampton by providing a new source of cost-effective clean energy. We are proud to have recently opened a new office at 524 Montauk Highway in Amagansett and hired two members of the local community to be part of our development team.

In preparation for the submission of our permit applications in early 2018, we propose to enter into agreements that will firmly establish our long-term commitment to the East Hampton community and confirm that the portions of the project that will be constructed in East Hampton are located in public rights-of-way that are acceptable to the Town Board and the Trustees.

Since this project was proposed in 2015, we have been increasingly active in the community, listening to the thoughts and concerns of folks from Montauk to Wainscott. Based on that feedback, our proposed community benefits agreement establishes the following commitments:

- **Local Economic Development** – We will establish the operations and maintenance facility for the South Fork Wind Farm in Montauk, and base its crew transfer vessel at that facility, which will create job opportunities over the 25-year life of the project.
- **Wainscott Infrastructure Improvements** – We will fully fund the cost of burying the existing electric distribution and other overhead utility lines along Beach Lane and portions of Wainscott Main Street (which is estimated to cost approximately \$2,000,000). In addition, we will provide \$1,000,000 in funds to the Town for use in improving the water infrastructure in Wainscott.

- **Improvements for Fishing and the Marine Environment** – We will provide \$100,000 for the Trustees to establish a Fisheries Habitat Fund. We will also provide another \$500,000 for the Trustees to establish a Marine Environment Improvement Fund. And, we will commit to maintaining a Deepwater Wind fisheries liaison over the full life of the project to facilitate two-way communications.
- **Enhancing Energy Sustainability and Resiliency** – We will provide \$200,000 for the Town to establish an Energy Sustainability and Resiliency Fund.

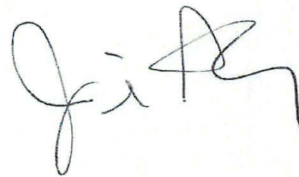
We are interested in finalizing these agreements before we submit our permit applications in early 2018 so that we can ensure what we are proposing is aligned with the interests of the community.

We look forward to discussing this with you. Please contact us at the contact information provided below.

Best Regards,



Clinton Plummer
Vice President, Development
cplummer@dwwind.com
(631) 938-6567



Jennifer Garvey
Development Manager
jgarvey@dwwind.com
(631) 678-6197

SUMMARY OF PROPOSED¹ COMMUNITY BENEFITS AND REAL ESTATE AGREEMENTS BETWEEN DEEPWATER WIND AND EAST HAMPTON, NY

Parties to the Agreements	1. Deepwater Wind South Fork, LLC (DWW); 2. The Trustees of the Town of East Hampton; and 3. The Town of East Hampton, New York.
Project	DWW is developing an offshore wind farm in federal waters over 30 miles east of East Hampton, NY to deliver power to an existing LIPA substation in East Hampton. The Wind Farm will deliver its output to the substation via a new export cable. DWW intends to install portions of the Export Cable within rights-of-way of certain Town-owned roads, which are listed and shown on the map provided in Appendix A. DWW also intends to install portions of the Export Cable beneath the public beach and parking lot at the end of Beach Lane in Wainscott, as further described and shown on the map provided in Appendix B. DWW will commit to use installation methods that are reasonable, safe, customary for projects of this type, and in conformance with applicable state and local laws and regulations, as further described below.
Definitive Agreements	If DWW, the Town and the Trustees reach agreement on the terms contemplated in this proposal, the parties will negotiate the following definitive agreements: • Community Benefits Agreement; • Easement for Town-owned roads; and • Easement(s) for Town and Trustee interests in the Beach.
COMMUNITY BENEFITS AGREEMENT	
Local Economic Development	If suitable real estate is available, DWW will require its turbine maintenance contractor to establish and maintain in Montauk, for the full life of the Wind Farm, the operations and maintenance facility for the Wind Farm. DWW will make good faith efforts to make qualified residents of the Town of East Hampton aware of job openings in connection with the operations and maintenance facility.

¹ This non-binding proposal is intended as a summary for discussion purposes only. This is not an agreement between the parties or an offer to enter into such an agreement, but rather is an expression of the present intentions of the parties and is subject to and conditioned upon the completion of due diligence, legal review, the negotiation, execution and delivery of final documents to the reasonable satisfaction of the parties, and internal approvals.

Wainscott Infrastructure Improvements	Subject to DWW's commencement of construction, DWW will reimburse the Town for its documented costs incurred in connection with PSEG Long Island's and/or LIPA's burial of the existing electric distribution lines and, where applicable, telephone, internet and cable lines, along Beach Lane and portions of Wainscott Main Street from Wainscott Hollow Road to Sayre's Path², as shown in Appendix C, including the connection of such utilities to residences located on Beach Lane and Wainscott Main Street from Wainscott Hollow Road to Sayre's Path. The Town will be responsible for managing the utility burial work and will nominate a project manager to oversee such work. Beginning 30 days after the Town and the Trustees provide DWW with a fully-approved and executed Community Benefits Agreement and fully-approved and executed Easement Agreements in recordable form, and until such utility burial work is completed, DWW will reimburse the Town for the fully-burdened cost of the project manager, payable in advance each six months. The Town may begin executing the utility burial work after receiving a notice to proceed from DWW, which will be issued after the receipt of Permits, but before the start of offshore construction. DWW and the Town will cooperate with PSEG Long Island and LIPA, if applicable, to complete such work prior to DWW's start of onshore construction. At the start of offshore construction, DWW will contribute one million dollars (\$1,000,000) to establish a Wainscott Water Infrastructure Fund to be administered by the Town for use in implementing water infrastructure improvements in the hamlet of Wainscott.
Fisheries Liaison	DWW will maintain a Fisheries Liaison for the full life of the Wind Farm. This person will be available to facilitate two-way communication between DWW and members of the East Hampton commercial fishing community.
Fisheries Habitat Fund	At the start of offshore construction, DWW will contribute one hundred thousand dollars (\$100,000) to establish an East Hampton Fisheries Habitat Fund. This fund shall be managed and overseen by the East Hampton Town Trustees. All fund related habitat work shall take place on Trustee Bottom land. All fund related habitat work shall

² We note that these road sections are located within an area that has been designated as a "Scenic Area of Statewide Significance" by the Town's 2005 Comprehensive Plan.

	include marine meadows building activities such as eel grass plantings (or similar) and/or shellfish seeding activities such as oysters, hard clams and/or scallops. A supporting Fisheries Habitat Fund management plan shall be developed by East Hampton Town Trustee Board consensus and vote.
Marine Environment Improvement Fund	At the start of offshore construction, DWW will contribute five hundred thousand dollars (\$500,000) to establish an East Hampton Marine Environment Improvement Fund. This fund shall be managed and overseen by the East Hampton Town Trustees. All fund related activities shall take place on Trustee bottom lands. A supporting Marine Environment Improvement Fund project plan shall be developed by East Hampton Town Trustee Board consensus and vote.
Energy Sustainability and Resiliency Fund	At the start of offshore construction, DWW will contribute two hundred thousand dollars (\$200,000) to establish an Energy Sustainability and Resiliency Fund to be administered by the Town.
Coordination with Town and Trustees	Before to the start of construction, DWW will provide a bi-annual report to each of the Town and the Trustees. During any period when offshore construction is underway but no onshore construction is underway, DWW will provide monthly reports to each of the Town and the Trustees. During any period when onshore construction is underway, DWW shall provide weekly reports to each of the Town and the Trustees. Following the completion of construction, DWW will provide annual reports to the Town and Trustees.
ROAD EASEMENT AGREEMENT	
Easement for Town-Owned Roads	The Town will grant DWW an easement to install portions of the Export Cable within the boundaries of the roads identified in Appendix A. The Road Easement Agreement shall establish technical specifications including minimum burial depth and maximum width of the final Export Cable. DWW will consult with the Town to minimize disturbances to the unpaved areas within the Town-owned rights of way and to restore such areas as further discussed below.
Construction Period	All construction activity in the Road Easement will take place during the period beginning on or after the Tuesday after Labor Day and ending on or before the Friday before Memorial Day. Any construction activity in the Road Easement outside of that period will require the written approval of the Town. This restriction will not apply to the burial of the existing distribution lines along Beach Lane and Wainscott Main Street.

Drilling Activities on Beach Lane	Construction in the Road Easement will include the use of horizontal directional drilling from a location in Beach Lane. All drilling activity will take place during the period beginning on or after November 1 and ending by or before March 31. During the months of November and December drilling activity will not exceed 12 hours per day. During the months of January, February and March, drilling activity may be conducted 24 hours per day; provided, however, that the Town may restrict drilling activity to 12 hours per day if it receives one or more written complaints from residents of Beach Lane regarding the drilling activities. DWW will use reasonable efforts to mitigate sound and light resulting from drilling activities on Beach Lane, including adding any temporary sound mitigating walls as may be necessary to comply with the Town's applicable sound and light requirements.
Traffic Mitigation	During the period of onshore construction, DWW will use, and will cause its contractors to use, commercially reasonable efforts to maintain at least one travel lane of traffic in the section(s) of the Town-owned roads in which its crews are working. For all work on the Town-owned roads, DWW will implement a traffic management program, subject to the approval of the East Hampton Highway Department and the East Hampton Police Department, which will not be unreasonably conditioned, withheld or delayed.
Restoration	DWW will restore the Town-owned roads to operable condition as soon as practicable, provided that such condition will consist of temporary patch material in sections of the Town-owned roads beneath which the Export Cable was installed. In the first offseason following the completion of construction, DWW will restore the Town-owned roads in which the Export Cable was installed, including repaving and restoring the shoulders, in accordance with the requirements of the East Hampton Highway Department.
As-Built Drawings	Following the completion of construction, DWW shall provide As-Built Drawings to the town identifying the final installed location of the Export Cable within the Road Easement.
Fees	DWW will compensate the Town for the fair market value of the Road Easement based on the average of two appraisals: one selected by and compensated directly by DWW, and a second selected by the Town and reimbursed by DWW. Each of DWW and the Town shall select their respective appraisers within thirty (30) days of the effective date of this Term Sheet. Each appraiser shall have thirty (30) days to complete their appraisal work and provide a report to their respective

	client. The fee shall be due and payable prior to the installation of the Export Cable under the Beach.
BEACH EASEMENT AGREEMENT	
Easement for Beach	Each of the Town and the Trustees shall grant DWW an easement to install portions of the Export Cable within the boundaries of the Beach identified in Appendix B. The Easement Agreement shall establish technical specifications including minimum burial depth and maximum width of the final Export Cable.
Construction Period	All construction activity in the Beach Easement will take place during the period beginning on the Tuesday after Labor Day and ending on or before the Friday before Memorial Day. All drilling activity in the Beach Easement take place in the period beginning on or after November 1 and ending on or before March 31. Any construction or drilling activity outside of these periods will require the written permission of the Town and the Trustees.
Beach Use and Access	DWW will maintain public access to the beach during the full period of the construction within the Beach Easement. DWW will perform no construction activity on the face of the beach or in the surf zone.
As-Built Drawings	Following the completion of construction, DWW shall provide As-Built Drawings to the town identifying the final installed location of the Export Cable within the Beach Easement.
Fees	DWW shall compensate the Town and the Trustees for the fair market value of the Beach Easement based on the average of two appraisals: one selected by and compensated directly by DWW, and a second selected by the Town and Trustees and reimbursed by DWW. Each of DWW and the Town and Trustees shall select their respective appraisers within thirty (30) days of the effective date of this Term Sheet. Each appraiser shall have thirty (30) days to complete their appraisal work and provide a report to their respective client. The fee shall be due and payable prior to the installation of the Export Cable under the Beach.
OTHER PROVISIONS	
Costs	Each Party will carry its own costs incurred in connection with the negotiation and execution of the Definitive Agreements.

APPENDIX A

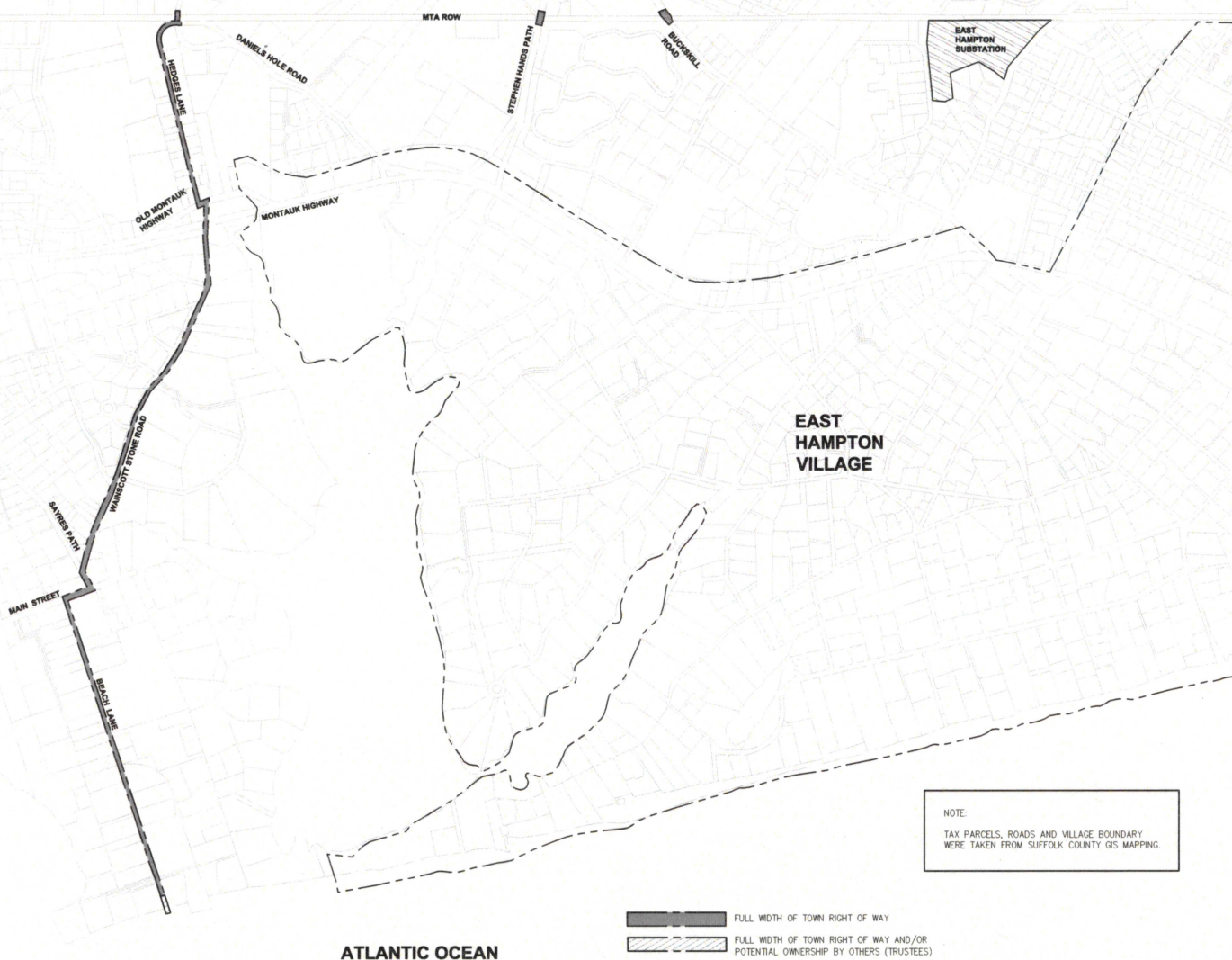
The Export Cable will be installed within sections of the following Town-owned roads, as shown in Route Map included herewith:

- Along **Beach Lane**, from the Town-owned parking lot abutting the beach to its intersection with Main Street;
- Along **Main Street**, from its intersection with Beach Lane to its intersection with Sayre's Path;
- Along **Sayre's Path**, from its intersection with Main Street to its intersection with Stone Road;
- Along **Wainscott Stone Road**, from its intersection with Sayre's Path to its intersection with Old Montauk Highway, accounting for the crossing of U.S. Rte 27;
- Along **Old Montauk Highway**, from its intersection with Stone Road to its intersection with Hedges Lane;
- Along **Hedges Lane**, from its intersection with Old Montauk Highway to its intersection with Daniels Hole Road;
- Crossing **Daniels Hole Road**, south of the MTA Long Island Rail Road right of way;
- Crossing **Stephen Hands Path**, south of the MTA Long Island Rail Road right of way; and
- Crossing **Buckskill Road**, south of the MTA Long Island Rail Road right of way.

In the event that DWW's engineering, permitting or other project development work identifies other Town-owned properties or rights-of-way that are necessary to connect the Export Cable to the Substation, the Town will reasonably cooperate to amend the Road Easement to incorporate any such properties or rights-of-way.



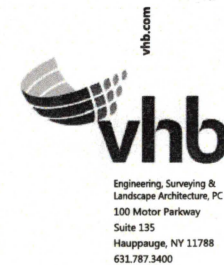
**TOWN OF
EAST HAMPTON**



NOTE:
TAX PARCELS, ROADS AND VILLAGE BOUNDARY
WERE TAKEN FROM SUFFOLK COUNTY GIS MAPPING.



600 0 600 1200
SCALE IN FEET



South Fork Wind Farm

East Hampton, Long Island

[illegible]

Cable Route Map

Contract Number

S-1.01

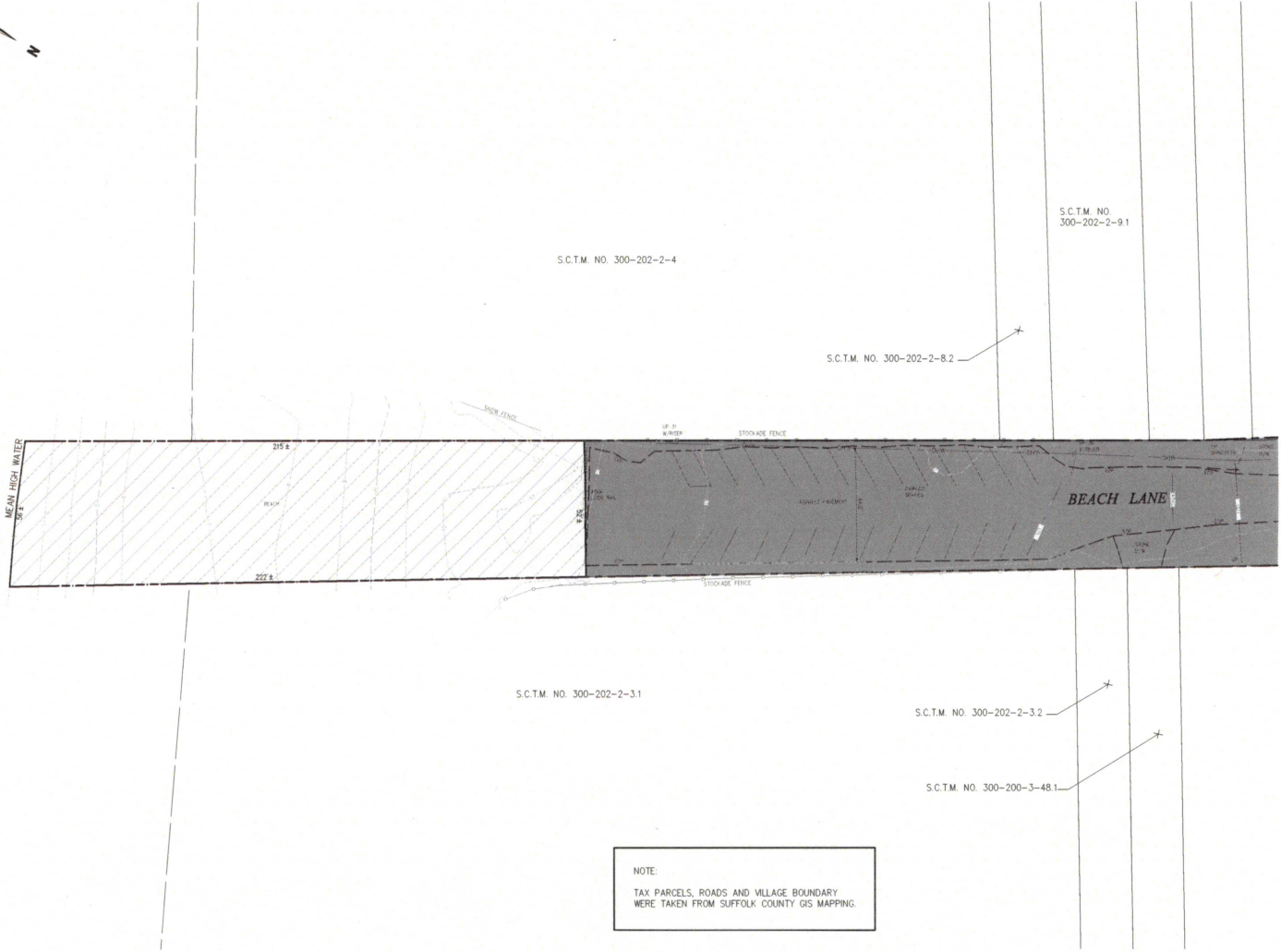
Project Number
29137.06

APPENDIX B

The Export Cable will be installed under sections of the Beach shown in the Beach Map included herewith. The Export Cable will be installed to a depth that is no less than ten (10) feet beneath the hardpan.



ATLANTIC OCEAN



NOTE:
TAX PARCELS, ROADS AND VILLAGE BOUNDARY
WERE TAKEN FROM SUFFOLK COUNTY GIS MAPPING.

- FULL WIDTH OF TOWN RIGHT OF WAY
- FULL WIDTH OF TOWN RIGHT OF WAY AND/OR POTENTIAL OWNERSHIP BY OTHERS (TRUSTEES)



**South Fork
Wind Farm**

East Hampton, Long Island

No.	Revision	Date	Appr.

Designed by	Checked by

Drawn by: **November 6, 2017**



S-1.02

Project Number
29137.06

APPENDIX C

The existing distribution lines along Beach Lane and portions of Wainscott Main Street from Wainscott Hollow Road to Sayre's Path will be buried.

Proposal to Bury Overhead Power Lines – Wainscott, NY



- Wainscott Main Street (From Wainscott Hollow Rd to Sayre's Path)
- Beach Lane

Appendix B

From: James Miskiewicz
To: [Si Kinsella](mailto:Si.Kinsella)
Cc: robert.freeman@dps.ny.gov
Subject: RE: FOIL Request - Deepwater Wind
Date: August 31 2017 17:30:57
Attachments: [DR-0014 Attachment Consideration of Approval of Power Purchase Agreement for Offshore Wind.pdf](#)
[DeepWater-PPA OSC approved_Redacted.pdf](#)

Dear Ms. Kinsella,

On behalf of Jon R. Mostel, LIPA's Records Access Officer, I write in response to your Freedom of Information Law (FOIL) request seeking:

- 1) All records of communications about the proposed off-shore wind farm being developed to deliver electricity to eastern Long Island between or among any of the Entities and LIPA and any other agency of the LIPA;
- 2) Any confidentiality agreement and/or any non-disclosure agreement between or among any of the Entities and LIPA and/or any agency of LIPA; and,
- 3) All records pertaining to any confidentiality agreement and/or any non-disclosure agreement between or among any of the Entities and LIPA and/or any agency of LIPA.

With regard to your request for all communications about the Deepwater Wind project, copies of LIPA's request for proposals to develop electric generation for the South Fork is publicly available at <https://www.psegliny.com/page.cfm/AboutUs/Proposals/SouthFork> and <https://www.psegliny.com/files.cfm/SFRFP1.pdf>. See also the publicly-available 2016 presentation to the LIPA REV Committee of the Board of Trustees.

<http://www.lipower.org/pdfs/company/papers/board/committees/REV/09212016/Discussion%20of%20the%20South%20Fork%20RFP.pdf>.

Other media coverage is also available via the Internet. LIPA does not maintain such articles as a record under the definition of FOIL. Also attached is a memorandum to the full Board by LIPA CEO Thomas Falcone seeking approval of the Power Purchase Agreement (PPA) in January 2017. As you know, the PPA was approved by the Board in January and subsequently by the New York State Attorney General and Comptroller's Offices as required by state procurement law.

Regarding your request for confidentiality agreements, Public Officers Law § 87(2)(d) permits LIPA to "deny access to records or portions thereof that . . . are trade secrets or are submitted . . . by a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." The "trade secret" principle under the federal Freedom of Information Act (the template for New York's FOIL statute) was discussed in *Kewanee Oil Co. v. Bicron Corp.*, 416 U.S. 470 (1974). There the Supreme Court noted that: "[a] trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it. It may be a formula for a chemical compound, a process of manufacturing, treating or preserving materials, a pattern for a machine or other device, or a list of customers." *Id.* at 474 (citations omitted). The New York State Public Service Commission has adopted a virtually identical definition and rules governing the submission of such material to that agency and protection of the privilege. *See* 16 NYCRR 6-1.3 *et seq.* In *Kewanee*, the Court added that "the subject of a trade secret must be a secret, and must not be of public knowledge or of a general knowledge in the trade or business." *Id.* 475.



Attached is a redacted version of the Purchase Power Agreement (PPA) between LIPA and Deepwater. The information redacted pertains to certain pricing and cost formulas that are regarded as trade secrets. Pursuant to provisions within the attached PPA, Deepwater Wind explicitly asked that the redacted information be treated as confidential, as defined by New York's FOIL law.

Pursuant to Section 89(4) of FOIL, if you believe any portion of your request has been improperly denied, any appeal on this decision may be made in writing within 30 business days to Thomas Falcone, Chief Executive Officer, Long Island Power Authority, 333 Earle Ovington Blvd, Suite 403, Uniondale, New York 11553.

Please feel free to contact me with any questions.

Sincerely,
James Miskiewicz
Special Counsel

From: Si Kinsella [<mailto:Si@FinkKinsella.com>]
Sent: Friday, August 11, 2017 3:16 PM
To: FOIL <foil@lipower.org>
Subject: FOIL Request - Deepwater Wind

Records Access Officer, Jon R. Mostel:

Please see Freedom of Information Law (FOIL) request (attached).

Sincerely yours,
Si Kinsella

Si Kinsella
Email: Si@FinkKinsella.com
Mobile: (631) 903-9154

LIPA IT WARNING: This email came from an external source. THINK before you open attachments or click on links and NEVER provide IDs or passwords.

James Miskiewicz
Special Counsel for Ethics, Risk &
Compliance
(o) 516-719-9895 (m) 516-754-9297
Lipower.org



Under Cuomo, the PSC has undertaken an ambitious reimagining of the utility industry, has backed subsidies for renewable and nuclear energy and has set up a ratepayer-funded program to invest in clean energy technology. | Office of Governor Andrew Cuomo

Critics see Cuomo power play at the PSC

By MARIE J. FRENCH and DAVID GIAMBUSSO

06/05/2017 05:12 AM EDT

ALBANY — Gov. Andrew Cuomo has refashioned the Public Service Commission, the state's powerful utility regulator, into an organ of executive power in ways that critics find unprecedented and potentially troubling.

The PSC's board is nominally a bipartisan commission created by the Legislature. But Cuomo has filled it mostly with allies who rarely if ever defy his wishes on energy policy.

"It's an agency that carries out the governor's orders regardless of the impact on the ratepayers," Earthjustice attorney Chris Amato said of the utility regulator. "The public process is a charade, it's a play act."

Cuomo and his office have repeatedly taken credit for initiatives, led negotiations and announced deals that are traditionally the purview of the state's utility regulator.

Several former members of the PSC, most of whom asked not to be named, said that former governors generally were hands-off with the commission but that Cuomo's approach is different.

Peter Bradford served as chair of the Public Service Commission from 1987 until 1995. He said he rarely heard anything from Gov. Mario Cuomo or his office. The elder Cuomo instead intervened through a consumer protection board that no longer exists.

There were never any directives from the governor to the commission on substantive matters, Bradford said. "It just didn't happen," he said.

Bradford noted that utility regulatory commissions exercise a delegated legislative power since the Legislature itself used to set utility rates.

"Historically, the commission was supposed to be somewhat independent from the executive branch," he said.

A gubernatorial spokesman said critics are simply defending business as usual.

"The governor appoints members to this board, just like any past governor — the only difference is this administration understands government is not a glorified high school debate club," said Cuomo spokesman Rich Azzopardi in response to questions about the governor's involvement with the PSC. "The status quo will always have its champions, a mentality that sadly led to decades of inaction in all parts of state government, but we've focused on moving New York forward and improving the lives of its residents."

Cuomo has nominated one of his current top energy lieutenants, John Rhodes, to take over the PSC as chairman and lead the Department of Public Service. Rhodes currently heads up the New York State Energy Research and Development Authority.

If confirmed by the Senate, Rhodes will serve a six year term. But Cuomo can give the title of chair — and head of the DPS — to another commissioner at any time.

He recently nominated a labor ally, Philip Wilcox, to sit on the commission. And in 2015, Cuomo surprised the energy world by nominating former congressman Floyd Flake, a long-time political ally with virtually no experience in utilities, to sit on the commission. Flake withdrew his name, ostensibly to continue serving in his capacity as a clergyman.

The governor also created a new role to oversee and coordinate the state's energy policy, tapping former Goldman Sachs executive Richard Kauffman to serve as the state's energy and finance chair.

Colloquially known as the energy czar, Kauffman chairs the board of NYSERDA. While not a member of the PSC, public records show he has often met with utility company executives about rate cases and regulatory matters.

The PSC is a quasi-independent regulatory body, with set terms for the members after they're nominated and then confirmed. The commission is charged with setting utility rates and protecting consumers. The Department of Public Service, while overseen by the commission's chair, is an executive branch agency.

Under Cuomo, the PSC has undertaken an ambitious reimagining of the utility industry, called Reforming the Energy Vision, has backed subsidies for renewable and nuclear energy and has set up a ratepayer-funded program to invest in clean energy technology.

Those policies have been largely embraced by renewable energy advocates, but critics have focused on inconsistencies in Cuomo's energy moves particularly where politics has trumped policy.

Perhaps the most glaring example was Cuomo's fight to keep a flagging coal plant in Dunkirk afloat while at the same time burnishing his renewable energy bona-fides. The loss of jobs resulting from Dunkirk's closure would have been a gut punch to Western New York, where Cuomo has struggled for votes.

Amato takes particular umbrage at the process in that case. Cuomo traveled to the western New York community in December 2013 to announce a deal that was dubbed a "Christmas miracle." He said National Grid ratepayers would pay millions to retrofit the Dunkirk coal plant, which was slated to shut down, with equipment to burn natural gas.

The PSC must typically approve such agreements where ratepayers subsidize plants in the name of reliability. But Cuomo made his announcement before the PSC had done so.

"Whatever happened to the objective weighing of the public interest that is the PSC's role?" Amato asked.

More recently, the PSC's decision to provide as much as \$7.6 billion in subsidies to flagging upstate nuclear plants under the state's Clean Energy Standard at Cuomo's behest drew anger and legal challenges from both environmental advocates and energy executives. Until then, Kauffman and PSC leadership had argued that the path to a clean energy economy was through the animation of markets and away from subsidies.

Richard Brodsky, a former assemblyman and frequent Cuomo critic, has spoken out against what he sees as interference from the governor in the PSC. He points to a letter that Cuomo to former chair Audrey Zibelman, in her capacity as CEO of the Department

of Public Service, directing her to open a proceeding on getting the state to 50 percent renewable energy by 2030 and providing the nuclear subsidies.

“He has no right to order the PSC to do stuff, yet he did on the Clean Energy Standard,” Brodsky said. “It was ham-handed and illegal.”

Cuomo’s aides were involved in developing the eventual policy that the PSC approved in August to subsidize the upstate nuclear plants and negotiated directly with the plant’s owners, former state operations director Jim Malatras told the Syracuse Post-Standard.

Other governors have pushed for the PSC to adopt more renewable energy friendly policies, including George Pataki, who urged the PSC to implement the state’s first renewable portfolio standard in a 2003 State of the State address. That policy wasn’t implemented by the PSC until September 2004. By contrast, Cuomo sent the letter to Zibelman on the Clean Energy Standard in December 2015 and the policy was approved eight months later.

And Cuomo’s father, Mario Cuomo, also was accused of meddling excessively in PSC affairs. Paul Gioa, a former PSC chair, accused the elder Cuomo of reducing the PSC’s independence by negotiating directly with electric and telecommunications utilities.

“I think in recent years there has been more involvement by public officials with respect to specific commission decisions than there has been in the past,” Gioa said when he resigned from the commission in 1987, according to the New York Times.

But critics say Cuomo’s influence has been overt and aggressive, potentially weakening the PSC’s role as an objective regulator.

“This governor governs. The violation of traditional separation of powers is everywhere... The PSC is not an executive branch agency, it’s a legislative branch agency,” Brodsky said. “His overreach with respect to the PSC is probably even greater than his overreach in the normal way he treats agencies.”



STATE OF NEW YORK
EXECUTIVE CHAMBER
ALBANY 12224

ANDREW M. CUOMO
GOVERNOR

December 2, 2015

Audrey Zibelman, CEO
New York State Department of Public Service
Three Empire State Plaza
Albany, New York 12222-1350

Dear Ms. Zibelman:

By this letter I am directing the Department of Public Service, through you as its Chief Executive Officer, to immediately commence a proceeding to establish a Clean Energy Standard for the State. As set forth in the 2015 State Energy Plan (SEP), the State's long term goal is to provide 50% of its electricity from renewable resources by 2030 (50 by 30 goal). By mandating a Clean Energy Standard we ensure that this goal is converted from aspirational to actionable. Talking about goals and achieving them are two different things. As leaders from around the world meet at the United Nations Conference on Climate Change in Paris, France this week, New York will set the right example in establishing a Clean Energy Standard to cost effectively and efficiently achieve our environmental objective of reducing carbon emissions 40% by 2030. This plan is both rational and among the most aggressive in the nation.

The Department, and ultimately the Public Service Commission, is required by section 6-104(5)(b) of the Energy Law to take steps to render decisions and policies that are reasonably consistent with the SEP. The use of a Clean Energy Standard will ensure that steps are being taken to achieve the 50 by 30 goal.

In developing the Standard, additional attention needs to be given to ensure emissions free sources of electricity remain operational. Specifically, elimination of upstate nuclear facilities, operating under valid federal licenses, would eviscerate the emission reductions achieved through the State's renewable energy programs, diminish fuel diversity, increase price volatility, and financially harms host communities. This support should be separate and distinct from the renewable energy goal.

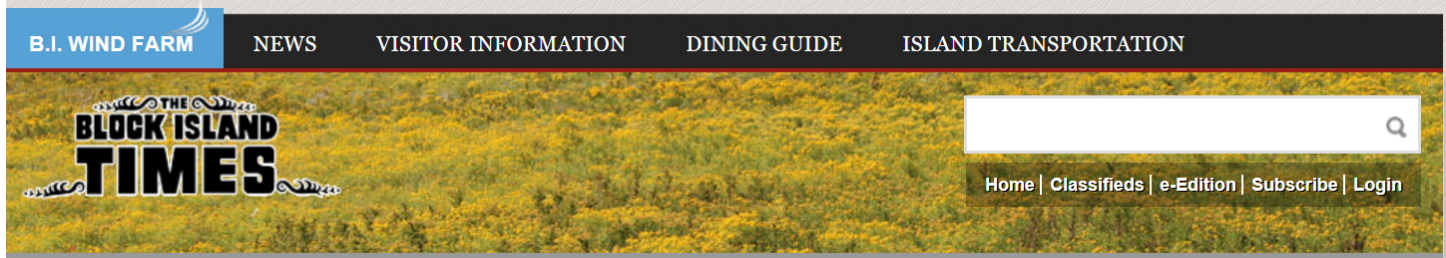
In order to ensure the Clean Energy Standard is adopted and implemented in a timeframe affording the achievement of the 50 by 30 goal, I direct the Department to present the Clean Energy Standard to the Public Service Commission by June of 2016.

Sincerely,



ANDREW M. CUOMO

WE WORK FOR THE PEOPLE
PERFORMANCE ★ INTEGRITY ★ PRIDE



Portion of cable needs to be reburied

To required six-foot depth

By Renée Meyer

Fri, 01/13/2017 - 11:45am

Category: [News](#), [B.I. Wind Farm](#)

Power generated by the Block Island Wind Farm and flowed through National Grid's sea2shore cable may be interrupted between now and sometime in May due to a portion of the cable having to be re-installed.

Recent surveying of the cable revealed that some of it is not buried at the proper depth of six feet below the surface of the ocean floor.

In some areas, **concrete pads** have been placed over sections of cable to protect it, but that has **not been deemed feasible** for the area **just offshore of Fred Benson Town Beach**. **Starting 200 feet from shore, an 80-foot section of cable is currently three feet below the seabed**. The cable itself is about 20 miles long.

During the reburying process, the cable will need to be "de-energized."

Block Island Power Company Transition Team member and Second Warden Norris Pike informed his fellow Transition Team members, at their meeting on Tuesday, Jan. 10, that National Grid hoped to do the necessary work during February and March, but that an "assent" to do the work is needed from the Coastal Resources Management Council. Given the timeframe, Pike said: "I think it's going to be May" when the work is completed.

Town Facilities Manager Sam Bird said that as of last Wednesday, Jan. 4, when he last spoke with National Grid, no application had yet been submitted to the CRMC.

Pike said that the problem may have been exacerbated by the movement of sand between “the winter beach and the summer beach” when sand washes in and out of the area.

In response to an inquiry, National Grid’s Media Relations Spokesperson David Graves told The Block Island Times: “During construction we ran into rock formations that prevented us from burying the cable to the minimum required depth. This does not present a safety issue to the public or for the cable, but it does need to be addressed. We are currently working with the appropriate agencies on an agreed-upon solution and will start supplemental cable protection efforts in the near future.” Graves declined to answer questions regarding the expected timeframe of the project.

While the cable is being reburied, most likely with the services of a jet plow, it will need to be de-energized. That means that BIPCo will need to provide energy to Deepwater Wind while the work is being performed in order to keep the wind farm running. It also means that energy being generated by the wind farm will not be transmitted to the mainland.

As the work will be performed offshore, there will be no need for a cofferdam on the beach, as there was last year.

Due to the fire at BIPCo last July, three out five diesel generators were incapacitated. The company had to rent two additional generators in order to supply the island with sufficient power throughout the busy summer season. One of the two rental generators was taken offline at the end of September, and the second one was taken offline at the end of November.

Pike said that if the reburial was not complete by the end of May, generators would again be needed to be brought in to supply the island with sufficient power until such time as the cable becomes operational again.

In other news, the Transition Team voted to engage the law firm of Partridge, Snow and Hahn to provide the initial tax advice on the tax implications of transitioning BIPCo to either an electrical cooperative or a municipal utility district.

At this point, the Team is leaning towards the municipal model (based on the quasi-municipal Pascoag Utility District), but the final decision won't be made until the results of Partridge, Snow and Hahn study can be examined.

One of the benefits of the municipal model is that there is already one in the state, whereas there are no electrical cooperatives. The members of the Transition Team felt that the state legislature might be more comfortable approving the necessary enabling legislation for that reason.

After the meeting adjourned, Transition Team member Nancy Dodge, who also serves as the President of the Board of Directors for BIPCo, informally surveyed those present as to if and when they had been served in the lawsuit filed against them by minority BIPCo stockholder Sara McGinnes and her husband, Cliff McGinnes. While most had been served last week, she noted that she had not actually yet been served herself. "Ironically, it's Tom Durden doing the serving," said Dodge. Durden is a linesman for BIPCo.

The Transition Team will next meet on Friday, Jan. 20, at 11:30 a.m. Members encourage the general public to attend. A presentation will be made by Energy New England, which the Transition Team is in the process of hiring for assistance in procuring power purchase contracts from energy suppliers on the mainland.

Coastal Storm Impact Analysis Beach Lane, Wainscott, NY



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1. Executive Summary

During a meeting of the Environmental Subcommittee of the Wainscott Citizens Advisory Committee (WCAC) meeting held on November 13, 2017, FCC presented an Historical Beach Profile Analysis of the beach at the end of Beach Lane in Wainscott, NY. In response to the presentation committee members expressed a desire for FCC to provide further evaluation of impacts immediately following coastal storms in the area, specifically Superstorm Sandy and Nor'easters.

The committee provided two U.S. Geological Survey (USGS) reports on coastal storm impacts and requested that FCC evaluate the Beach Lane, Wainscott, NY region in the context of these two reports:

1. USGS, 2014, Hurricane Sandy: Observations and Analysis of Coastal Change
2. USGS, 2015, National Assessment of Nor'easter- Induced Coastal Erosion Hazards: Mid- and Northeast Atlantic Coast

These reports evaluated the shoreline with a model based on three different post storm shoreline conditions.

1. **Collision:** when the combination of storm surge and wave run-up erode the face of the dune but do not breach it.
2. **Overwash:** when the combination of storm surge and wave run-up overtop the dune in some but not all areas, leaving portions of the dune intact.
3. **Inundation:** when the combination of storm surge and wave run-up completely overtop the dune leaving little or no dune intact.

FCC findings are that in the area at and immediately adjacent to Beach Lane, Superstorm Sandy resulted in dune collision with minor dune impacts to the dune structure. Overwash occurred at Beach Lane due to low or no dune in the ~50-foot-wide road right of way. There was no inundation from Superstorm Sandy. Impacts from Nor'easters are modeled to be less than or similar to the specific results of Superstorm Sandy.

2. Location of Study Area

The location of the subject analysis is the southern terminus of Beach Lane, in the hamlet of Wainscott. Wainscott is located within the Town of East Hampton in Suffolk County, NY. Beach Lane is fronted to the south by the Atlantic Ocean, and to the east and west by developed residential properties and some agricultural land.



Figure 1: Location map for Beach Lane, Wainscott

3. USGS- Hurricane Sandy Report: Evaluation

Evaluation of the USGS, 2014, *Hurricane Sandy: Observations and Analysis of Coastal Change* report and supporting USGS oblique photographs with reference to the Beach Lane, Wainscott, NY region has identified the following: In the immediate vicinity of Beach Lane there was some dune collision in the areas that had dunes adjacent to the Beach Lane access. **The dunes east and west of Beach Lane remained more or less intact after Superstorm Sandy.** This dune collision resulted in relatively minor losses to the dunes immediately adjacent to Beach Lane access when compared to the impacts Sandy had on other areas in the region. Surge from Superstorm Sandy did overwash directly at Beach Lane, where there was low or no dune fronting the area.

Superstorm Sandy impacted the Long Island area beginning on October 29th, 2012 extending until October 30th, 2012. The combination of high winds, waves, and tide surge pounded the coastline over three tidal cycles. The storm had sustained winds of 40 to 60 mph with gusts up to 90 mph. Waves and tides recorded during the storm exceeded all recorded storms in the last 20 years, including the 1992 northeast storm. The maximum wave height during Superstorm Sandy was approximately 32 feet at NOAA Buoy 44025 30 NM south of Islip, NY and the storm surge was approximately 5.6 feet above mean sea level at Montauk, NY. Superstorm Sandy was ranked as a 1 in 25-year storm in Montauk by the US Army Corps of Engineers. However, Sandy was a much more intense storm further west, registering up to a 1 in 200-year storm in New York City.

The large storm surge and wave heights that occurred with Superstorm Sandy led to inundation of the beach allowing for direct wave contact with the toe of the dune in the Beach Lane area. This wave impact resulted in dune collision characterized by loss to the toe of the dune. In the case of the immediate vicinity of Beach Lane, this dune collision resulted in loss to the toe of the dune but did not remove, overwash, or inundate the dune structure. This can be seen in Figure 2 a USGS oblique aerial photo taken on November 5, 2012 several days following Superstorm Sandy.

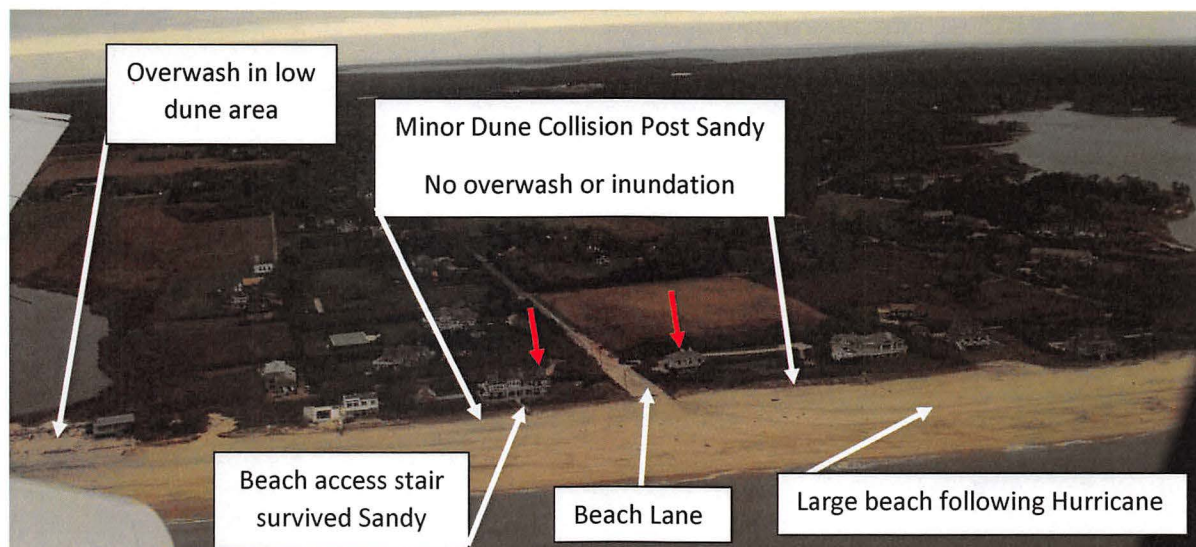


Figure 2: USGS aerial photo from November 5, 2012 post Superstorm Sandy.

In Figure 2 it can also be seen that the dunes immediately adjacent to Beach Lane did suffer some loss but the dune structure remained largely intact. Figure 2 also identifies a large wide beach following Superstorm Sandy. When the conditions of the post Superstorm Sandy beach identified in Figure 2 are compared to the USGS pre-Superstorm Sandy photos from the Beach Lane Region taken on May 20, 2009 (Figure 3) the relatively minor dune loss in the Beach Lane area can be seen in greater detail. The pre-Sandy dune was robust with the exception of the area fronting Beach Lane. These dunes resisted overwash and inundation during Sandy.



Figure 3: USGS aerial photo from May 20, 2009 pre Superstorm Sandy.

The small area at Beach Lane (~ 50 feet) was overwashed due to the low/no dune condition (Figure 4). During Superstorm Sandy there was some sand transported by the waves and storm surge approximately 300 ft. from the seaward end of the parking area north on to Beach Lane. This is a result of the lack of a dune or flood barrier at the seaward the terminus of Beach Lane. In this area elevation of the parking lot and Beach Lane is equal to the elevation of the backshore of the beach. Therefore, since there is no flood and erosion protection above beach level at the lot, and Beach Lane itself is very flat, the storm surge and waves from Sandy overwashed the beach and flowed directly into Beach Lane. Additionally, there was a dune overwash to the west of Beach Lane into Wainscott Pond. This was in an area that suffered from chronic erosion and had a low dune elevation prior to Sandy, which allowed for the overwash.

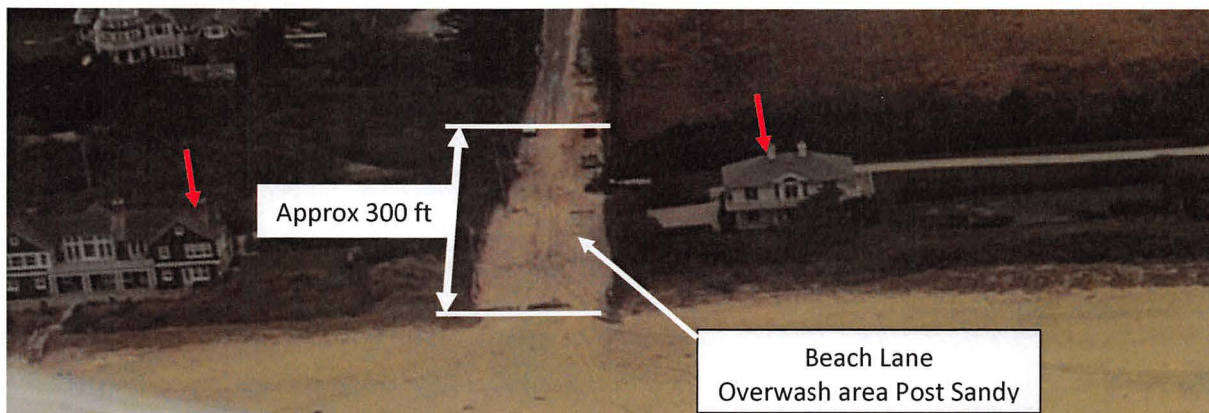


Figure 4: USGS aerial photo from November 5, 2012 post Sandy, close up of overwash.

4. USGS-Nor'easter Induced Coastal Erosion Hazard Report: Evaluation

The USGS report (*USGS, 2015, National Assessment of Nor'easter-Induced Coastal Erosion Hazards: Mid- and Northeast Atlantic Coast*) identifies the following three main responses to Nor'easter induced coastal erosion in a coastal setting:

Collision- wave action and storm surge inundate the beach and result in direct wave action at the toe of the dune that causes dune loss but the dune structure remains intact.

Overwash- wave action and storm surge inundate the beach and the dune and compromise the dune in an isolated region resulting in wave and sand transmission inland.

Inundation- wave action and storm surge completely inundate the region entirely, obliterating the dune resulting in massive regional flooding and sand transmission inland.

Comparison of the USGS storm classes (1, 2 & 3) and associated probability of collision, overwash, and inundation from Nor'easters are given in the Table below.

Description	Class 1	Class 2	Class 3	Sandy
Non- tidal Surge (m)*	.75	.90	1.38	1.7
Significant wave height (m)**	3.10	4.09	5.91	9.65
Dominant wave period (sec)**	14.81	14.81	13.79	14.81
^Probability of Collision %	42%	63%	81%	
^Probability of Overwash %	19%	33%	50%	
^Probability of Inundation %	4%	7%	12%	

*Montauk NOAA tide station 8510560

**Montauk NOAA Wave Buoy 44017

^Beach Lane, Wainscott, NY

The USGS model and application of that model to Beach Lane, Wainscott identifies that the likelihood of inundation in the Beach Lane area is relatively low even during large Nor'easter storms (4% to 12%). The threat of overwash was moderate (19% to 50%), and the likelihood of collision was high (42% to 81%).

These findings regarding Nor'easter storms agree well with the model results and actual field conditions observed during Superstorm Sandy.



Figure 5: USGS Coastal Change Hazards Portal Class 1 percent probability of collision, overwash and inundation.



Figure 6: USGS Coastal Change Hazards Portal Class percent probability of collision, overwash and inundation.

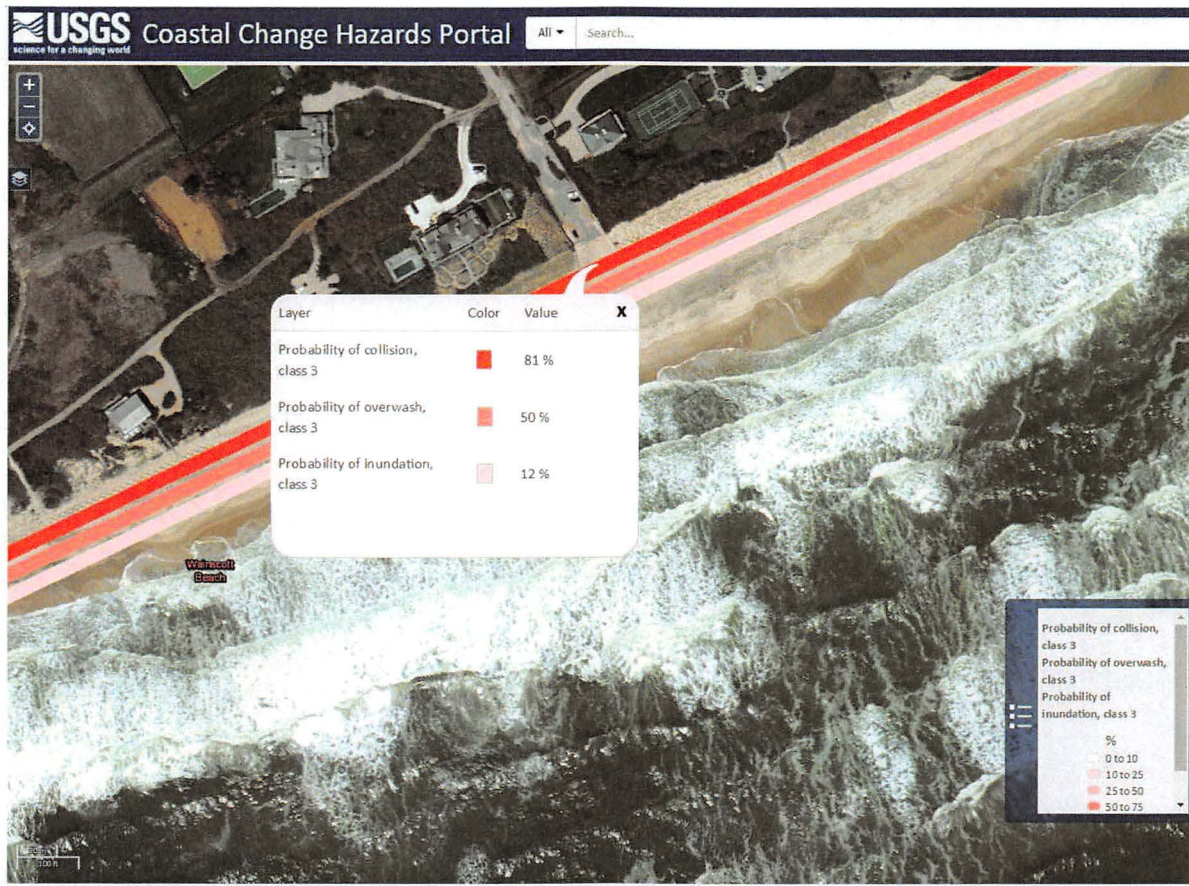


Figure 7: USGS Coastal Change Hazards Portal Class 3 percent probability of collision, overwash and inundation.

5. Conclusion

FCC has undertaken an evaluation of the two above referenced USGS reports. These reports catalog shoreline impacts according to three potential conditions:

1. **Collision:** when the combination of storm surge and wave run-up erode the face of the dune but do not breach it.
2. **Overwash:** when the combination of storm surge and wave run-up overtop the dune in some but not all areas, leaving portions of the dune intact.
3. **Inundation:** when the combination of storm surge and wave run-up completely overtop the dune leaving little or no dune intact.

FCC findings are that in the area immediately adjacent to Beach Lane, Superstorm Sandy resulted in dune collision with minor impacts to the dune structure. Overwash occurred at Beach Lane due to low or no dune in the ~50-foot-wide road right of way. Impacts from Nor'easters are modeled to be less than or similar to the specific results of Superstorm Sandy.