

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

Verified Petition of Greenidge Pipeline LLC and
Greenidge Pipeline Properties Corporation for
an Expedited Original Certificate Of Public
Convenience And Necessity and for Incidental Or
Lightened Regulation.

Case 15-G-

**VERIFIED PETITION OF GREENIDGE PIPELINE LLC
AND GREENIDGE PIPELINE PROPERTIES CORPORATION
FOR AN EXPEDITED ORIGINAL CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY AND FOR INCIDENTAL OR LIGHTENED REGULATION**

Greenidge Pipeline LLC (“Greenidge Pipeline”) and Greenidge Pipeline Properties Corporation (“Greenidge Properties” and, collectively with Greenidge Pipeline, the “Applicants”) respectfully submit this Verified Petition for an Expedited Original Certificate of Public Convenience and Necessity (“CPCN”) and for Incidental or Lightened Regulation pursuant to sections 66(13) and 68 of the Public Service Law (“PSL”) and sections 21.1, 21.2 and 21.3 of the Commission’s Procedural Rules, 16 N.Y.C.R.R. §§ 21.1, 21.2 and 21.3 (2014).

**INTRODUCTION AND
REQUEST FOR EXPEDITED ACTION**

In this proceeding, Applicants are seeking authorization under PSL § 68 for Greenidge Pipeline to exercise the rights granted under its road crossing agreement with the Town of Torrey in Yates County, New York (the “Road Crossing Agreement”). In addition, Applicants also seek incidental or lightened regulation of their operation of a proposed natural gas pipeline in the Towns of Torrey and Milo in Yates County, New York (the “Pipeline”) under the provisions of a long-term gas transportation agreement (the “Gas Transportation Agreement”) with Greenidge

Generation LLC (“Greenidge Generation”). Applicants are also preparing an application for a certificate of environmental compatibility and public need for the Pipeline pursuant to section 121-a(3) of PSL Article VII, which application will be filed with the Commission in the near future.

Applicants respectfully request expedited action on these requests in order to permit them to begin construction of the Pipeline immediately upon issuance of that Article VII siting approval. Applicants anticipate that their Article VII application for the Pipeline in the very near future.

BACKGROUND

1. The Applicants

Greenidge Pipeline is a limited liability company formed under the laws of the State of Delaware and is a wholly-owned subsidiary of Greenidge Generation Holdings LLC (“Greenidge Generation Holdings”). Greenidge Generation Holdings has two upstream members: Atlas Capital Resources (P) LP, a Delaware limited partnership, which owns less than five percent, and Atlas Capital Resources (A9) LP, also a Delaware limited partnership, which owns the remaining interest. Atlas Capital Resources (A9) LP owns no other businesses. Atlas Capital Resources (P) LP is wholly owned by Atlas Capital GP LP, a Delaware limited partnership, which in turn is wholly owned by Andrew M. Bursky and Timothy J. Fazio (“the Two Principals”). Greenidge Properties is a corporation formed under New York’s Transportation Corporations Law and is a wholly-owned subsidiary of Greenidge Pipeline.

2. The Pipeline

The Pipeline will be eight inches in diameter with a maximum allowed operating pressure (“MAOP”) of 1,440 pounds per square inch and will extend approximately 4.5 miles from an

interconnection with the Empire Connector interstate natural gas pipeline in the Town of Milo, Yates County, New York, to the Greenidge Generating Station located in the Town of Torrey in Yates County, New York. The Pipeline will be used solely to supply natural gas to Greenidge Generation Unit #4 (the “Plant”), which is located in the Greenidge Generating Station in the Town of Torrey in Yates County, New York.

The only active roads owned by the Town of Torrey that the Pipeline will cross are Lampman Hill Road and Kings Hill Road. The Pipeline will not cross any active roads owned by the Town of Milo. A fully-executed copy of the Road Crossing Agreement between the Town of Torrey and Greenidge Pipeline relating to the crossing of Lampman Hill Road and Kings Hill Road is annexed to this Petition as Attachment A.¹ No other municipal consents are required for the construction of the Pipeline. The Pipeline will cross certain county and state highways, but these governmental entities are not included in the definition of “municipalities” in PSL § 2(16). Accordingly, the permits required for these road crossings are not “municipal consents” subject to the approval requirements of PSL § 68.

3. Greenidge Generation

Greenidge Generation is the owner of the Plant. Like Greenidge Pipeline, Greenidge Generation is a wholly-owned subsidiary of Greenidge Generation Holdings. The Plant was originally constructed by the New York State Electric & Gas Corporation (“NYSEG”) in 1953. In 1999, NYSEG sold the Plant and certain other generating facilities to AES NY, LLC (“AES”).² By order dated March 23, 1999, the Commission granted lightened regulation to AES

¹ The Village of Dresden owns a water line that is located within the existing right-of-way of Kings Hill Road. The Pipeline will cross this facility outside of the municipal limits of the Village.

² Case 96-E-0891, *In the Matter of New York State Electric & Gas Corporation’s Plans For Electric Rate/Restructuring Pursuant to Opinion No. 96-12*, Order Approving Transfer Of Electric Generation Facilities, Approving Contracts Upon A Condition, And Making Other Findings (Issued and Effective December 3, 1998).

Eastern Energy, L.P. (“AEE”), which was then the owner of the Plant.³ AEE informed the Commission by notice dated September 18, 2012, of its intention to permanently retire the Facility on September 21, 2012. The Plant has not operated since that date and was subsequently sold in bankruptcy to GMMM Generation LLC (“GMMM Generation”), a wholly-owned subsidiary of GMMM Generation Holdings LLC (“GMMM Generation Holdings”). GMMM Generation Holdings sold the membership interests in GMMM Generation to Greenidge Generation Holdings in February of 2014. Upon consummation of this transaction, GMMM Generation’s name was changed to Greenidge Generation LLC.

Greenidge Generation has applied to NYISO for a new interconnection agreement for the Facility and has also applied to the New York State Department of Environmental Conservation (“DEC”) for the air and water permits required to resume operations at the Facility. Greenidge Generation anticipates that it will receive its air and water permits from DEC and Energy Resource Interconnection rights from NYISO before the end of the year, and that it will obtain Capacity Resource Interconnection rights from NYISO by the Summer of 2016. In addition, Greenidge Generation has also submitted a separate application to the Commission for lightened regulation and the approvals required under PSL § 68 to resume operation of the Plant.

4. The Applicants’ Other Energy-Related Affiliates

The Two Principals also own and operate a diversified group of manufacturing, distribution, service and trading businesses that operate in the automotive, building materials, capital equipment, energy, industrial services, packaging, pulp, paper and tissue, steel and

³ Case 99-E-0148, *AES Eastern Energy, L.P. and AES Creative Resources, L.P. - Petition for a Declaratory Ruling That Light-Handed Regulation Be Applied Concerning the Petitioner’s Purchase of Certain Electric Generating Assets From New York State Electric & Gas Corporation*, Order Providing For Lightened Regulation (Issued and Effective April 23, 1999).

logistics, and supply chain management industries. In addition to Holdings, the Applicants and Greenidge Generation, the energy-related holdings of the Two Principals include the following:

Twin Rivers Paper Company LLC (“Twin Rivers”). Twin Rivers is a paper company with manufacturing facilities in Edmunston and Plaster Rock, New Brunswick, Canada, and Madawaska, Maine. Twin Rivers owns an approximately 38 MW biomass cogeneration facility located in Edmunston, New Brunswick, Canada. A portion of the output from this facility is sold to New Brunswick Power, with the remainder used in paper manufacturing.

Finch Paper LLC (“Finch Paper”). Finch Paper is a pulp and paper manufacturer located in Glenn Falls, New York. Finch Paper, a QF, owns and operates an approximately 29 MW cogeneration facility in Great Falls, NY. Finch Paper is the successor to Finch, Pruyn & Company (“Finch Pruyn”), which developed the facility in 1987. Finch Pruyn sold its cogeneration facility to Finch Paper on March 30, 2007. The output from this facility is either used by the pulp and paper facilities or sold to National Grid under a power purchase agreement that expires in 2018.

Detroit Renewable Energy LLC (“Detroit Renewable”). Detroit Renewable is a consortium of renewable-energy generation and distribution companies that provides the City of Detroit with clean energy and waste disposal solutions. The remaining interest in Detroit Renewable is owned by Thermal Ventures II LP (“Thermal Ventures”), a private equity firm that specializes in owning and operating district heating and cooling systems. Detroit Renewable was formed in 2010 to improve the operating efficiency, safety and reliability of Detroit's existing renewable energy and waste infrastructure.

Detroit Renewable Power. Detroit Renewable Power owns and operates an approximately 68 MW waste-to-energy biomass facility located in Detroit. The facility's

original developer, Greater Detroit Resource Recovery Authority (“GRDA”), self-certified as a Qualifying Facility in 1985. GRDA brought the plant on-line in 1989 and sold its electrical output to the predecessor to DTE Energy under a long term year PPA. GRDA subsequently sold the facility to Covanta, which continued to operate it as Michigan Waste Energy (“MWE”) until its power purchase agreement expired on September 30, 2009. On October 1, 2010, Covanta shut the plant down permanently and on November 16, 2010 sold it to Detroit Renewable, which returned it to service shortly thereafter.

ANALYSIS

I. THE COMMISSION SHOULD ISSUE AN EXPEDITED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AUTHORIZING APPLICANTS TO EXERCISE THE RIGHTS GRANTED UNDER GREENIDGE PIPELINE’S ROAD CROSSING AGREEMENT WITH THE TOWN OF TORREY

Because the Pipeline consists of real estate, fixtures and personal property used or to be used for or in connection with the transportation of natural gas, that facility constitutes “gas plant” as defined in PSL § 2(10), and Applicants are or will become gas corporations as defined in PSL § 2(11) as a result of their ownership and operation of that facility. Because the Pipeline will also be a “major utility transmission facility” as defined in PSL § 120(2), Applicants are required to obtain a certificate of environmental compatibility and public need under PSL Article VII from the Commission before commencing construction of that facility. In such circumstances, PSL § 130 displaces the requirement of PSL § 68 requiring Applicants to obtain a certificate of public convenience and necessity from the Commission before they may “begin construction of a gas plant.”

However, the Commission has held that the provisions of PSL § 68 requiring gas corporations to obtain Commission approval before they may “exercise any right or privilege under any franchise” require developers of Article VII facilities to also obtain Commission

approval under PSL § 68 of any “municipal consents” required for the construction of their proposed facility, including agreements granting municipal consent to the location of facilities in and under streets, highways and other municipal property.⁴ Applications for such approvals are governed by Part 21 of the Commission’s Rules and by PSL § 68.1, which requires that:

In making [a determination to issue a CPCN], the commission shall consider the economic feasibility of the corporation, the corporation’s ability to finance improvements of a gas plant or electric plant, render safe, adequate and reliable service, and provide just and reasonable rates, and whether issuance of a certificate is in the public interest.⁵

For the reasons set forth below, Applicants’ request for a CPCN for the Pipeline satisfies all of the applicable portions of PSL § 68 and the Commission’s regulations.⁶

A. The Territory To Be Served (16 N.Y.C.R.R. § 21.3(a))

The territory to be served by the Pipeline is limited at this time to the Plant. However, the electricity produced by the Plant will flow to consumers throughout New York State and in neighboring control areas over the transmission facilities operated by the New York Independent System Operator. Certified copies of the Articles of Organization of Greenidge Pipeline LLC and Greenidge Pipeline Properties Corporation, including amendments, are annexed to this petition as Attachments B and C.

B. The Plant And System To Be Constructed (16 N.Y.C.R.R. § 21.3(b))

The siting and construction of the Pipeline will be described in detail in Applicants’ request for Article VII siting approval to be filed shortly. Accordingly, Applicants respectfully

⁴ Case 10-E-0077, *Petition of Bayonne Energy Center, LLC for an Original Certificate of Public Convenience and Necessity for Permission and Approval to Operate as an Electric Corporation within the State of New York, Order Granting Certificate Of Public Convenience And Necessity*, slip op. at 4 (Issued and Effective April 6, 2010); *In the Matter of the Application of Penn-York Natural Gas Corp. v. Maltbie*, 164 Misc. 569 (Albany County 1937).

⁵ PSL § 68.1.

⁶ Copies of the Articles of Incorporation of both Greenidge Pipeline LLC and Greenidge Pipeline Properties Corporation are annexed to this Application as Attachments B and C.

request that the Commission find that the requirements of section 21.3(b) of its Rules are satisfied in this case.

C. Financing (16 N.Y.C.R.R. § 21.3(c))

Applicants intend to own the Pipeline free and clear of any liens or encumbrances. Applicants anticipate that they will have no difficulty in financing those expenditures without having to issue any notes, bonds or other evidences of indebtedness and without any reliance on captive retail customers in New York State.

D. Rates To Be Charged (16 N.Y.C.R.R. § 21.3(d))

The rates that Applicants intend to charge for the transportation of natural gas to the Plant are set out in the Transportation Service Agreement annexed to this petition as Attachment D. Because Greenidge Generation will be the only customer of the Pipeline, and because Greenidge Generation will operate as a merchant generating facility in New York's competitive wholesale markets, captive retail customers in New York State will not be at risk for any of the costs of constructing or operating the Greenidge Pipeline. Because certain of the information contained in Attachment D is confidential and commercially sensitive, Applicants have included only a redacted copy of that agreement with this petition. The unredacted version of this attachment has been filed with the Commission's Records Access Officer along with a request for Trade Secret Status.

E. Estimated Revenues From Operations (16 N.Y.C.R.R. § 21.3(e))

As the Commission has noted in granting lightened regulation to a number of wholesale merchant generators, there is no need for the Commission to review the financial decisions of merchant facilities operating in competitive markets:

So long as there is an effectively competitive wholesale generation market, the public interest does not require that we investigate the

financial manipulation or poor financial management of wholesale generators. We do not regulate the wholesale rates these providers charge, and the market will prevent them from charging higher electric rates even if their costs rise due to their poor management.⁷

For this reason, the Commission has declined to apply by § 21.3(e) of its Regulations to lightly regulated entities⁸ and should do so again in this case.

F. The Public Interest (16 N.Y.C.R.R. §§ 21.3(f) and (g))

Sections 21.3(f) and 21.3(g) of the Commission's regulations both require applicants for a CPCN to provide information demonstrating that their proposed operations will serve the public interest. This test is clearly met in this case for several reasons. First, the Pipeline will provide clean, low cost natural gas supplies to Greenidge Generation, thereby enhancing the ability of Greenidge Generation to provide needed energy, capacity, voltage support and other valuable generation-related services to NYSEG and NYISO on a purely merchant basis. Second, the Pipeline will create between 60 and 80 new jobs in construction and will support the creation of 10 new permanent jobs at the Plant that could well be lost if Greenidge Unit #4 cannot be operated on low-cost natural gas. Third, the Pipeline will provide needed revenue to local government units in the form of a Payment in Lieu of Taxes ("PILOT") agreement. Because the Pipeline will provide all of these benefits without imposing any risks on captive ratepayers in

⁷ Case 98-E-1670, *Carr Street Generating Station, L.P. – Petition for an Original Certificate of Public Convenience and Necessity and For a Declaratory Ruling On Regulatory Regime*, Order Providing For Lightened Regulation, slip op. at 9 (Issued and Effective April 23, 1999).

⁸ See, e.g., Case 14-E-0372, *Binghamton BOP LLC, Petition for an Original Certificate of Public Convenience and Necessity and Establishing a Lightened Regulatory Regime*, Order Granting A Certificate Of Public Convenience And Necessity And Providing For Lightened Regulation, slip op. at 8 (Issued and Effective December 11, 2014) ("To obtain a CPCN under PSL §68, an electric corporation must describe the plant to be constructed; show, after stating the costs of financing, that the financing is economically feasible and it is able to obtain it; demonstrate that it can render safe and adequate service; and otherwise support a finding that certification is in the public interest."); Case E 07-E-0257, *Petition of Noble Chateaugay Windpark, LLC for a Certificate of Public Convenience and Necessity and an Order Providing for Lightened Regulation*, Order Granting A Certificate Of Public Convenience And Necessity And Providing For Lightened Regulation, slip op at 9 - 10 (Issued and Effective November 19, 2007).

New York State, approval of Applicants' road crossing agreement with the Town of Torrey is plainly required by the public interest.

II. THE COMMISSION SHOULD ISSUE AN EXPEDITED ORDER GRANTING INCIDENTAL OR LIGHTENED REGULATION TO APPLICANTS UNDER THE PROVISIONS OF THE GAS TRANSPORTATION AGREEMENT

A. The Commission Should Grant Incidental Regulation To The Applicants Under The Provisions Of The Gas Transportation Agreement

PSL § 66(13) provides that where the operations of a gas corporation are “wholly subsidiary and incidental and the other business carried on by it” and where such gas operations are “inconsiderable in amount and not general in character,” the Commission may exempt that entity from the record keeping requirements of the PSL. That section further provides that where the permission granted under PSL § 68 is to supply gas only to less than twenty customers specified by the Commission, the Commission “may exempt such corporation from compliance with all or any of the provisions of this article except those affecting matters of public safety and the provisions of sections sixty-five, sixty-eight and seventy-four.” Where a gas corporation is formed by a larger economic entity as a convenient vehicle for carrying on of the business of owning and operating a gas plant, the Commission has consistently held that such corporation may qualify for an exemption pursuant to PSL § 66(13).⁹

Applicants clearly qualify for incidental regulation under this standard, as they have only one customer – Greenidge Generation – and all of their operations will be incidental to the operation of that wholesale merchant generating facility. Applicants estimate that payments under the Gas Transportation Agreement will represent far less than then percent of the total

⁹ Case 01-G-0045, *Petition of Hudson Valley Gas Corporation for a Declaratory Ruling*, Order Concerning Exemption from Jurisdiction and Transfer of Property (Issued and Effective May 2, 2001); Case 26516, *U.S. Gypsum Company*, Order Granting Petition (issued July 8, 1982); Case 29004, *WyCatt Pipeline Company*, Opinion No. 86-5(a) (issued June 9, 1986).

revenues Greenidge Generation is expected to receive from NYISO and its market participants for sales of electric energy, capacity and other generation-related services.

Accordingly, Applicants respectfully request that the Commission exempt them from all of the requirements of the Public Service Law, except for: (1) those affecting matters of public safety and the provisions of sections 65, 68 and 74; (2) the siting provisions of PSL Article VII; and (3) the provisions of PSL § 66(12)(d) requiring them to strictly adhere to the provisions of its Gas Transportation Agreement with Greenidge Generation filed with the Commission in this proceeding, as that agreement may be modified by the parties and approved by the Commission from time to time.

Applicants request continued Commission oversight over the provisions of the Gas Transportation Agreement in order to qualify for the exemption from regulation by the United States Federal Energy Regulatory Commission (“FERC”) provided by section 1(c) of the Natural Gas Act, 15 U.S.C. § 717(c), sometimes referred to as the Hinshaw Act. To ensure that Applicants qualify for this exemption from FERC jurisdiction, Applicants further request that the Commission certify to FERC that Applicants’ rates and service are subject to regulation by this Commission.

B. Alternatively, the Commission Should Grant Lightened Regulation To Applicants Under The Provisions Of The Gas Transportation Agreement

In the event that the Commission concludes that Applicants do not qualify for incidental regulation, Applicants respectfully request that the Commission apply the same lightened regulatory regime to their operation of the Greenidge Pipeline that the Commission has applied to wholesale merchant generating facilities and other lightly regulated entities since its issuance

of the Wallkill Order in 1994.¹⁰ The Commission has granted similar relief in several other cases to gas corporations that did not qualify for incidental regulation.¹¹

In the Wallkill Order and in subsequent decisions involving Carr Street Generating Station, L.P.¹² and AES Eastern Enterprises, L.P.,¹³ the Commission relaxed the regulatory requirements it had traditionally imposed on vertically integrated utilities in light of the practical realities confronting lightly regulated utilities operating in the competitive. In particular, the Commission ruled that lightly regulated utilities are subject to the Commission's jurisdiction under PSL §§ 11, 19, 24, 25 and 26, and are also subject to the requirements of PSL §§ 66(6), 68, 69, 69-a and 70. The Commission stated it would presume that PSL § 70 would not apply to transfers of ownership interests of such entities as long as there is no potential for the exercise of market power arising out of an upstream power transfer.

The Commission also held that most of the provisions of Article 6 would not apply to lightly regulated utilities, except in the case of merchant generators whose capacity is marketed by affiliated power marketers, in which case they would be required to comply with PSL § 110(2). Lightly regulated utilities that are organized as limited partnerships would not be subject to PSL § 110(1). The Commission also required lightly regulated utilities to comply with

¹⁰ Case 91-E-0350, *Wallkill Generating Co., L.P.*, Order Establishing Regulatory Regime (Issued and Effective April 11, 1994).

¹¹ See, e.g., Case 06-G-0944, *Joint Petition of Fortuna Energy Inc. and FUSI GP Inc. for Exemption From Compliance With Certain Provisions of the Public Service Law Pursuant to Public Service Law Section 66 (13)*, Order Providing For Lightened Regulation (Issued and Effective November 13, 2006); Case 10-G-0364, *Norse Pipeline, LLC - Petition for an Order Providing for Lightened Regulation as a Gas Corporation under the Public Service Law*, Order Providing For Lightened Ratemaking Regulation Of A Gas Corporation (Issued and Effective February 23, 2011).

¹² Case 98-E-1760, *Carr Street Generating Station, L.P. – Petition for an Original Certificate of Public Convenience and Necessity and for a Declaratory Ruling on Regulatory Regime*, Order Providing for Lightened Regulation (Issued and Effective April 23, 1999).

¹³ Case 99-E-0148, *AES Eastern Energy, L.P. and AES Creative Resources, L.P. – Petition for a Declaratory Ruling That Light-Handed Regulation Be Applied Concerning the Petitioner's Purchase of Certain Electric Generating Assets from New York State Electric & Gas Corporation*, Order Providing for Lightened Regulation (Issued and Effective April 23, 1999).

PSL § 119-b regarding the protection of underground facilities from damage by excavators. The Commission determined that the remaining provisions of Article 6 either do not pertain to lightly regulated utilities or would unnecessarily hinder competitive lightly regulated utilities by interfering with their flexibility to structure the financing and ownership of their facilities.

If the Commission concludes that Applicants are not entitled to incidental regulation, the Commission should issue an order extending the same lightened regulatory regime approved in these orders to Applicants, except that Applicants respectfully request: (1) that the Commission retain continuing oversight over the provisions of the Gas Transportation Agreement; and (2) that the Commission certify to FERC that Applicants' rates and service are subject to regulation by this Commission. As previously noted, both these actions are required in order for Applicants to qualify for the exemption from regulation by the FERC under the Hinshaw Act.

Granting this form of lightened regulation is in the public interest, as Applicants propose to operate the Greenidge Pipeline on a merchant basis serving only one customer – Greenidge Generation. Because Greenidge Generation will sell all of its electricity into the competitive wholesale markets administered by NYISO on a merchant basis, Applicants have no captive retail customers requiring the protection of cost-based rates. In addition to the 106.3 MW Greenidge Facility, affiliates of the Applicants own and operate only one other generating facility in New York State: a 29 MW cogeneration facility in Glens Falls, New York. The small size of these generating facilities plainly precludes Applicants and their affiliates from exercising horizontal market power in any relevant geographic and product market in New York State.

Applicants also lack vertical market power in any relevant geographic and product market in New York State. Neither Applicants nor any of their affiliates own or operate any facilities for the transmission or distribution of electric power other than the equipment

connecting the Greenidge Generating Station to NYSEG's 115 kV transmission system. With the exception of the Greenidge Pipeline, neither Applicants nor any of their affiliates own or operate any facilities in New York State for the transmission or distribution of natural gas.

III. GRANTING THE RELIEF REQUESTED HEREIN WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

PSL Article VII prohibits Applicants from commencing construction of the Greenidge Pipeline until they have received a certificate of environmental compatibility and public need from the Commission and requires the Commission to undertake a comprehensive review of the environmental impacts of that project before granting that certificate. In that Article VII proceeding the Commission will address the potential environmental impacts of that facility and will provide protective measures tailored to avoid, minimize and mitigate those impacts. As a result, the Commission has held that there is no need to conduct a separate environmental impact analysis in connection with the relief requested in this proceeding.¹⁴

CONCLUSION

WHEREFORE, for the above-stated reasons, Applicants Greenidge Pipeline LLC and Greenidge Pipeline Properties Corporation respectfully request that the Commission issue an expedited order:

1. granting a Certificate of Public Convenience and Necessity under PSL § 68 authorizing Greenidge Pipeline to exercise the rights granted by the Road Crossing Agreement with the Town of Torrey; and

¹⁴ See, e.g., Case 10-E-0077, *Petition of Bayonne Energy Center, LLC for an Original Certificate of Public Convenience and Necessity for Permission and Approval to Operate as an Electric Corporation within the State of New York*, Order Granting Certificate Of Public Convenience And Necessity, slip op. at 3-4 (Issued and Effective April 6, 2010) ("Accordingly, a separate environmental review under SEQRA is not warranted in connection with Bayonne's petition for a CPCN.").

2. granting Applicants incidental regulation under PSL § 66(13), subject to the provisions of the Gas Transportation Agreement with Greenidge Generation LLC; or
3. alternatively, granting Applicants lightened regulation, subject to the provisions of the Gas Transportation Agreement with Greenidge Generation LLC.

Respectfully submitted,

/s/

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Attorney for Greenidge Pipeline LLC and
Greenidge Pipeline Properties
Corporation

Dated: September 23, 2015

ATTACHMENT A

**ROAD CROSSING AGREEMENT WITH
THE TOWN OF TORREY, YATES COUNTY
NEW YORK**

TOWN OF TORREY
Excavation Permit Application

The undersigned hereby makes application for permission
TO EXCAVATE WITHIN THE RIGHT-OF-WAY LIMITS ON TOWN OF TORREY
HIGHWAY LOCATED AT Kings Hill Rd. and Lampman Hill Rd

Description of work in detail :

Install 8" gas line under roads.

In consideration of the granting of such permission and other good and valuable consideration, the applicant agrees to the terms as follows.

1. All work shall be done in a good and workman like manner and in such manner as to interfere as little as possible with the normal use of the road, and shall be completed within sixty days from the date of granting of the permit, unless such completion shall be delayed because of conditions or circumstances arising beyond the control of the applicant which renders it impossible in the exercise of reasonable diligence for the completion of same.
2. The applicant shall be observe all laws of New York and ordinances of the Town of Torrey in connection with the performance of said work, and shall keep and maintain sufficient barricades about the work at all times and shall place sufficient warning lights at night on all exposed places to warn and guard travelers against possible accident or injury.
3. The applicant shall indemnify and save the Town of Torrey harmless from and against all suits, claims and actions, and any and all loss or damage which the said applicant may suffer or incur by reason of injury to persons or property resulting from the performance of the said work, or because of any excavation or obstruction which may exist in connection with the progress of the said work, or from any claim made because of insufficient guarding or lighting thereof.
4. Upon the completion of said work, the applicant agrees to restore the pavement and right-a-way to its original condition in a manner satisfactory to the Superintendent of Highways. All excavation along the road shoulder will be filled with compacted crusher run. Services crossing the highway will be punched and at a minimum depth of twenty four (24) inches.

HEAVY EQUIPMENT MAY NOT BE UNLOADED or LOADED ON PAVED ROADWAY

FAILURE TO COMPLY WITH THESE TERMS WOULD BE A VIOLATION AND SUBJECT TO CRIMINAL PROCEEDINGS AND PENALTIES.

Dated: 8/25/15 B. V. Allen Job Completion Date 4-15-16
Applicant

Approved by: Timothy L Chambers Dated 8/25/15
Timothy L Chambers
Town of Torrey Highway Superintendent

Notary Public Betty M. Daggett

BETTY M. DAGGETT
Notary Public State of New York
Yates County # 01DA6066162
Comm. Expires November 5, 2017

ATTACHMENT B

**CERTIFIED COPY OF
THE ARTICLES OF ORGANIZATION OF
GREENIDGE PIPELINE LLC**

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "GREENIDGE PIPELINE LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FIFTEENTH DAY OF JUNE, A.D. 2015, AT 1:27 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "GREENIDGE PIPELINE LLC".

5766300 8100H

151178935

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2650301

DATE: 08-17-15

STATE OF DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE OF FORMATION

FIRST: The name of the limited liability company is Greenidge Pipeline LLC.

SECOND: The address of its registered office in the State of Delaware is c/o the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

In Witness Whereof, the undersigned have executed this Certificate of Formation this 15th day of June, 2015.

By: B. D. Colella
Authorized Person

Name: Brenda D. Colella

ATTACHMENT C

**CERTIFIED COPY OF
THE ARTICLES OF ORGANIZATION OF
GREENIDGE PIPELINE PROPERTIES CORPORATION**

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for GREENIDGE PIPELINE PROPERTIES CORPORATION, File Number 150615000787 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
August 17, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1508171011 To verify the authenticity of this document you may access the
Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>

CERTIFICATE OF INCORPORATION**OF****GREENIDGE PIPELINE CORPORATION**

Under Section 402 of the New York Business Corporation Law

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law, does hereby make, sign and acknowledge this Certificate, certifying and stating as follows:

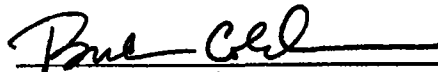
1. The name of the corporation is Greenidge Pipeline Corporation.
2. The corporation is formed to engage in any lawful act or activity for which a business corporation may be organized under the Business Corporation Law of the State of New York and for any purpose for which a pipeline corporation may be organized under the Transportation Corporations Law of the State of New York, but it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
3. The county, within this state, in which the office of the corporation is to be located is the County of Yates, State of New York.
4. The corporation's pipelines will be maintained from the Empire Connector pipeline in Yates County, New York to the Greenidge electric generating facility in the Town of Torrey, Yates County, New York, and the county within this State through which or in which the corporation's pipelines are to be maintained and operated is Yates County.
5. The total, aggregate number of shares of stock which the corporation shall have the authority to issue is 200 shares of common stock, which shares shall be without par value.
6. The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary is:

c/o Brenda D. Colella, Esq.
Barclay Damon, LLP
One Park Place
300 South State Street
Syracuse, NY 13202

7. No director shall be personally liable to the corporation or its shareholders for damages for any breach of duty in such capacity, except that this provision shall not eliminate or limit the liability of any director if a judgment or other final adjudication adverse to such director establishes that such director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or that such director personally gained in fact a financial profit or other advantage to which such director was not legally entitled or that such director's acts violated Section 719 of the Business Corporation Law.

8. Whenever the shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of New York, I have signed and subscribed this Certificate on the 15th day of June, 2015.



Brenda D. Colella, Esq., Incorporator
One Park Place
300 South State St.
Syracuse, New York 13202

CERTIFICATE OF INCORPORATION

OF

GREENIDGE PIPELINE CORPORATION

Under Section 402 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE

JUN 15 2015

TAXS

BY:

Dated:

June 15, 2015

LCS
DRAWDOWN - #AL

Brenda D. Colella, Esq.
Barclay Damon, LLP
One Park Place
300 South State Street
Syracuse, New York 13202-2078
(315) 425-2700

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for GREENIDGE PIPELINE PROPERTIES CORPORATION, File Number 150617000852 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
August 17, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

Authentication Number: 1508171012 To verify the authenticity of this document you may access the
Division of Corporations' Document Authentication Website at <http://ecorp.dos.ny.gov>

CERTIFICATE OF AMENDMENT

150 617000 852

OF THE

CERTIFICATE OF INCORPORATION

OF

GREENIDGE PIPELINE CORPORATION

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is Greenidge Pipeline Corporation.

SECOND: The date of filing of the certificate of incorporation with the Department of State was June 15, 2015.

THIRD: The amendment effected by this Certificate is to change the name of the corporation from Greenidge Pipeline Corporation to Greenidge Pipeline Properties Corporation. To accomplish this amendment, paragraph FIRST of the Certificate of Incorporation relating to the corporation name is hereby amended to read as follows:

"FIRST: The name of the corporation is Greenidge Pipeline Properties Corporation."

FOURTH: The certificate of amendment was authorized by unanimous written consent of the board of directors and by unanimous consent of the holder of all outstanding shares.


Brenda D. Colella, Authorized Person

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CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

GREENIDGE PIPELINE CORPORATION

Under Section 805 of the Business Corporation Law

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DRAWDOWN - #AL**

Brenda D. Colella, Esq.
Barclay Damon, LLP
One Park Place
300 South State Street
Syracuse, New York 13202

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STATE OF NEW YORK
DEPARTMENT OF STATE
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ATTACHMENT D

**GAS TRANSPORTATION AGREEMENT WITH
GREENIDGE GENERATION LLC**

REDACTED VERSION

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

THIS NATURAL GAS TRANSPORTATION SERVICE AGREEMENT (this “*Agreement*”) is entered into this 9th day of August, 2015 between **GREENIDGE PIPELINE LLC**, a Delaware limited liability company authorized to do business in the State of New York with a place of business at 590 Plant Road, P.O. Box 187, Dresden, New York 14441 (“*Transporter*”), and **GREENIDGE GENERATION LLC**, a New York limited liability company with a place of business at 590 Plant Road, P.O. Box 187, Dresden, New York 14441 (“*Shipper*”) (each a “*Party*” to this Agreement).

WITNESSETH:

WHEREAS, Transporter will construct, own and operate, an eight inch (8”) natural gas transmission pipeline system, approximately 4.6 miles in length, running from a tap location on National Fuel Gas’s Empire Connector Pipeline and meter station located in the Town of Milo, Yates County, New York (“*Receipt Point*”) to Shipper’s power plant located in the Town of Torrey, Yates County, New York (“*Delivery Point*”) (“*Greenidge Pipeline*”);

WHEREAS, Shipper has entered, or will enter, into certain gas purchase contract(s) with one or more producers providing for the sale by such producers to Shipper of a Maximum Daily Quantity of 320,000 dekatherms (“*Dth*”) of natural gas (“*MDQ*”) and has made or will make arrangement for the delivery of such natural gas for the account of Shipper to the Receipt Point;

WHEREAS, Transporter is capable of providing firm transportation service for Customer’s MDQ of natural gas from the Receipt Point to the Delivery Point utilizing the Greenidge Pipeline, and Shipper wishes to contract with Transporter to receive such transmission services; and

WHEREAS, the Parties have agreed that in addition to payment of a base transportation rate, Shipper shall reimburse Transporter for [REDACTED]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transporter and Shipper agree as follows:

ARTICLE I

TRANSPORTATION SERVICE/RESPONSIBILITIES/WARRANTIES

1. Transportation Services. Subject to and beginning upon (a) receipt of orders from the State of New York Public Service Commission authorizing Transporter to construct the Greenidge Pipeline on terms and conditions acceptable to Transporter and providing for lightened regulation and acceptance of this Agreement for filing as establishing the retail rates

for services to be provided hereunder (“*PSC Order*”), which Transporter covenants and agrees to diligently pursue, (b) the subsequent receipt of an order from the Federal Energy Commission declaring Greenidge Pipeline to be exempt from regulation under the Natural Gas Act (“*NGA*”) pursuant to Section 1(c) of the NGA; and (c) the completion of construction and commissioning of the Greenidge Pipeline such that the pipeline is ready to commence commercial operations; provided that completion shall be no later than April 1, 2016 or such subsequent date as the Parties may agree in writing (the “*Commencement Date*”), Transporter agrees to accept and receive daily, on a firm basis, at the Receipt Point, from Shipper up to the MDQ of natural gas per day or, (the “*Transportation Quantity*”) and to deliver to Shipper at the Delivery Point an “*Equivalent Quantity*” of gas, being an amount of gas with a British thermal unit (“*BTU*”) content equal to the BTU content of the Transportation Quantity *less* the BTU content of normal and customary transportation losses utilizing the Greenidge Pipeline. Transporter and Shipper will each utilize commercially reasonable efforts to coordinate planned outages, whether for inspections, repairs and maintenance or Shipper construction activities in conjunction with the Delivery Point.

2. Responsibilities/Warranties. Shipper warrants that it will, at the time of delivery of gas to Transporter hereunder, have good title to and the right to deliver of all gas so made available. Transporter warrants that it will, at the time of delivery of gas for the account of Shipper hereunder, have the right to deliver all such gas. Each party warrants to the other and such other party’s successors and assigns that the gas covered by its warranty shall be free and clear of all liens, encumbrances or claims against the warranting party or its affiliates for use of property of such party or its affiliates. Each party will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims regarding title and/or right to delivery of any or all persons against the indemnifying party and/or to royalties, taxes, license fees, or charges assessed against such party. Title to the gas received, transported, and delivered hereunder shall at all times remain with Shipper and shall not pass to Transporter.

ARTICLE II TERM

1. Initial Term. This Agreement shall become effective on the date hereof (“*Effective Date*”); provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder prior to the Commencement Date. This Agreement shall continue in force and effect for an initial term of twenty (20) years following the Commencement Date hereunder. Transporter may, upon at least one hundred eighty (180) days’ prior written notice, terminate this Agreement conditioned upon its transfer of all of its right, title and interest in the Greenidge Pipeline and related facilities to Shipper or its assignee.

2. Renewal. Upon the expiration of the initial term, this Agreement shall run from year to year; *provided, however*, that either party may elect to terminate this Agreement as of the end of the then existing term by giving one hundred eighty (180) days’ prior written notice of such termination to be effective on the expiration of the then existing term.

ARTICLE III
RECEIPT AND DELIVERY PRESSURES

1. Shipper Delivery. Shipper shall cause the delivery of natural gas meeting applicable gas quality standards of the National Fuel Gas Company to Transporter at the Receipt Point to be at pressures sufficient to permit delivery at the Delivery Point at an appropriate psi.
2. Transporter Delivery. Transporter shall cause the delivery of natural gas to Shipper at the Delivery Point at such psi as permitted in light of the pressure that the natural gas is delivered at the Receipt Point and the capacity of the Greenidge Pipeline.

ARTICLE IV
RATES FOR SERVICE; PAYMENT

1. Base Transportation Charge. The base compensation to be paid by Shipper to Transporter for the transportation service provided for hereunder shall be equal to the product of (a) [REDACTED] and (b) the MDQ of natural gas delivered during the applicable billing period (the “*Base Transportation Charge*”).

2. Reimbursement [REDACTED].

(a) In addition to the Base Transportation Charge described above, Shipper shall also be responsible for reimbursing Transporter for [REDACTED]

[REDACTED]

(b) Transporter, within forty-five (45) days of the Commencement Date and thereafter at least sixty (60) days prior to the beginning of each subsequent calendar year, shall prepare and submit to Shipper for approval a budget of [REDACTED] for the existing year and each subsequent calendar year (“*Budget*”), and be available to review such Budget with Shipper. Shipper shall approve such Budget within thirty (30) days of receipt from Transporter.

Transporter shall not be reimbursed for any costs that have not been included in the Budget approved by Shipper.

(c) If and to the extent that Transporter determines that material [REDACTED] above and beyond those reflected in the then currently approved Budget, Transporter shall submit such excess costs and expenses to Shipper for approval and if approved such costs shall be included in the Budget and, again, be available to review such with Shipper.

3. Billing and Payment/Late Charges/Interest. Transporter shall bill Shipper monthly for the Base Transportation Charge as well as for [REDACTED] incurred during that month on or before the tenth (10th) business day of the month following the monthly billing period, and such invoices shall be due and payable within thirty (30) days of receipt. Shipper shall pay Transporter a late charge in the amount of the greater of (a) \$100 or (b) fifteen (15%) percent of any amount past due for more than ten (10) days as an administrative charge and not as a penalty together with interest at the rate of twelve (12) percent per annum.

ARTICLE V FACILITIES

1. Ownership, Maintenance and Operation. Transporter shall own, maintain and operate the Greenidge Pipeline and related facilities necessary for Transporter to receive and deliver the gas as contemplated hereunder for Shipper's account at the Receipt Point and the Delivery Point. Transporter assumes all obligations and liabilities concerning the maintenance and operation of the Greenidge Pipeline and related facilities and for their use, operation and condition. Transporter shall maintain the Greenidge Pipeline and related facilities in good mechanical condition and running order at its own cost and expense, subject to the Shipper's aforementioned reimbursement obligations.

2. Licenses, Etc. Transporter shall pay all fees for licenses, registrations, permits and other certificates as may be necessary for the operation of its facilities, subject to Shipper's reimbursement obligations under Article IV, Section 2.

ARTICLE VI DEFAULT BY SHIPPER

1. Default. Transporter may, at its option, declare Shipper in default by giving Shipper notice of default upon the failure of Shipper to timely comply with any of its obligations hereunder.

2. Transporter's Rights and Remedies. If Transporter gives Shipper a notice of default under Section 1 above of this Article and such default is not cured within twenty (20) days of such notice, Transporter may, at its option, terminate this Agreement, effective upon notice to Shipper. Such termination shall, in no event, relieve Shipper from any obligations hereunder accruing up through and including the effective date of termination. In addition thereto,

Transporter may exercise any other rights and remedies permitted by law, such rights and remedies being cumulative. The exercise of any one remedy or remedy does not preclude the exercise of any other right or remedy.

ARTICLE VI DEFAULT BY TRANSPORTER

1. Default. Shipper may, at its option, declare Transporter in default by giving Transporter notice of default upon the failure of Transporter to timely comply with any of its obligations hereunder.

2. Shipper's Rights and Remedies. If Shipper gives Transporter a notice of default under Section 1 above of this Article and such default is not cured within twenty (20) days of such notice, Shipper may, at its option, terminate this Agreement, effective upon notice to Transporter. If default (or termination) results in the failure of Shipper to receive deliveries of natural gas, Shipper shall be entitled to liquidated damages in the amount of the cost of acquiring an alternative natural gas supply in excess of the cost of natural gas contracted to be supplied hereunder. Notwithstanding anything contained herein to the contrary, Transporter's liability to Shipper hereunder shall be limited to the sum of [REDACTED].

ARTICLE VII MISCELLANEOUS

1. Assignment/ Successors and Assigns. Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a wholly owned affiliate or subsidiary or parent of such party, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of the other party, which consent shall not be unreasonably withheld. Any entity which shall succeed by purchase, merger, or consolidation, to the properties or as an entirety, of either party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

2. Amendments. This Agreement may not be amended, modified or altered in any manner except in writing executed by both parties.

3. Waiver. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall be operative unless in writing executed by both parties and, even in such event, shall not operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

4. Notices. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either party may desire to give to the other shall be in writing and mailed by registered or certified mail or sent by nationally recognized overnight delivery service to the address of the party intended to receive the same, as stated in the recitals above, or to such other address as either party shall designate by formal

written notice to the other. Routine communications, including monthly statements and payments, may be mailed by registered, certified or ordinary mail.

5. Interpretation/Severability. This Agreement shall be governed by and construed, as to interpretation and performance, in accordance with the laws of the State of New York, excluding any conflicts-of-law rule or principle which might refer such construction to the laws of another state. If one or more provisions of this Agreement is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.

6. Force Majeure. Except with regard to a party's obligations to make payments hereunder, any delay in or failure of performance by either party shall not constitute a default hereunder if and to the extent that the delay or failure was due to a "Force Majeure". For purposes of this Agreement, "Force Majeure" shall mean occurrences beyond the reasonable control of the party affected including, but not limited to, acts of God, or public enemy, expropriation or confiscation of facilities, compliance with an order or request of a governmental authority or persons purporting to act therefor, statute, ordinance, act of declared or undeclared war, landslides, earthquakes, fire, floods, hurricanes, explosions, lightning, riots, strikes, lockouts or other industrial disturbances, sabotage or insurrections that are not within the reasonable control of the affected party and which, by exercising reasonable diligence, said party is unable to prevent.

7. Indemnification. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its parent company(ies) and affiliates at any tier, and their respective directors, officers, employees, and agents (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, claims, demands, liens, fines and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities"), to the extent arising out of (a) an injury or death to any person, loss or damage to any property, loss of gas or any other losses; and (b) either (i) the Indemnifying Party's or its contractor's or subcontractor's negligence, strict liability or willful misconduct related to activities performed under this Agreement, (ii) the Indemnifying party's breach of this Agreement, (iii) the Indemnifying Party's facilities; or (iv) the Indemnifying Party's custody or control of the gas. Without relieving the Indemnifying Party of any obligation under this Agreement, an Indemnified Party may, at its option, fully participate in the investigation, defense and settlement of any Liabilities.

8. Confidentiality. Neither Party shall disclose directly or indirectly without the prior written consent of the other Party the confidential provisions of this Agreement to a third party, except as expressly authorized in this Section. The confidential provisions of this Agreement are those provisions redacted from the copy of this Agreement annexed to this Agreement as Attachment A.

(a) Either Party may disclose the confidential provisions of this Agreement to its employees, equity or potential equity investors, lenders or potential lenders, royalty owners, counsel, accountants, successors, assigns and other agents or to prospective purchasers of all or substantially all of its assets or of any rights under this Agreement, provided such persons shall have agreed in writing to keep such terms confidential.

(b) Either Party may also disclose the confidential provisions of this Agreement:

- (i) in order to comply with any applicable law, order, regulation or exchange rule,
- (ii) to the extent necessary for the enforcement of this Agreement, or
- (iii) to the extent necessary to implement this Agreement.

(c) Transporter may submit the confidential provisions of this Agreement to the New York State Public Service Commission (the "PSC") in connection with any request for the approvals and consents of the PSC required for the construction and operation of the Greenidge Pipeline, provided Transporter requests that such information be exempted from public disclosure under New York's Freedom of Information Law ("FOIL").

(d) Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure of the confidential provisions of this Agreement other than as permitted hereunder, including without limitation any proceeding seeking disclosure of the confidential provisions of this Agreement under FOIL, and shall use commercially reasonable efforts to prevent or limit any such disclosure.

The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. This Section shall survive the expiration or termination of this Agreement for one year.

9. Limitation of Liability. Each party waives, and neither party shall be liable to the other party for, any indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of revenues, loss of profits or loss of use (collectively "Consequential Damages") which arise out of or are in connection with this Agreement or the performance or breach thereof.

10. Third Party Beneficiaries. The rights and obligations of the Parties hereto are made for the express and exclusive benefit of the Parties, and no other person which is not a signatory hereto shall have the benefit of, or any right to seek enforcement or recovery under, any such rights or obligations.

11. Counterparts/Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall constitute one and the same original. Any party may deliver an executed copy of this Agreement with telefaxed or electronic signatures, which shall be deemed original signatures for all purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

GREENIDGE GENERATION LLC

By: 

Name: Dale Irwin

Title: President

GREENIDGE PIPELINE LLC

By: 

Name: Tim Fazio

Title:

ATTACHMENT E

VERIFICATION OF DALE IRWIN

Verified Petition of Greenidge Pipeline LLC and)
Greenidge Pipeline Properties Corporation for)
An Expedited Original Certificate Of Public) Case 15-G-
Convenience And Necessity and for Incidental Or)
Lightened Regulation.)

BETTY M. DAGGETT
Notary Public State of New York
Yates County # 01DA6066162
Comm. Expires November 5, 2017