

Attachment I

**NYISO Tariff Revisions to Address Pro Forma Changes in
FERC August 20, 2024 Errata Filing (188 FERC ¶ 61,134)**

	FERC Pro Forma Section	Errata Change	NYISO OATT Attachment HH Equivalent Provision	Tariff Revisions
1.a	LGIP Table of Contents	The heading for section 9.2 should be revised to remove the word “initial,” pursuant to Paragraph 501 of Order No. 2023-A: 9.2 Response to Initial Notification.	Not included in Table of Contents; Section 40.8.3.2	The NYISO removed “initial” from heading in Section 40.8.3.2; this level of heading is not included in the Table of Contents for the NYISO’s Standard Interconnection Procedures in OATT Attachment HH.
1.b	LGIP Table of Contents	Add a heading for section 3.9, Penalties for Failure to Meet Study Deadlines.	Not included in Table of Contents; Section 40.9.3.2	Section 40.9.3.2 of the NYISO OATT already has the Penalties for Failure to Meet Study Deadline header; this level of heading is not included in the Table of Contents for the NYISO’s Standard Interconnection Procedures in OATT Attachment HH.
2	LGIP Section 3.4.2(iii)	Section 3.4.2(iii) of the <i>pro forma</i> LGIP should be revised to add a semi-colon before the “and” preceding (3): (iii) Demonstration of no less than ninety	Section 40.5.5.1.5.1	The NYISO changed the comma before (3) in this section to a semi colon.

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		<p>percent (90%) Site Control or (1) a signed affidavit from an officer of the company indicating that Site Control is unobtainable due to regulatory limitations as such term is defined by Transmission Provider; and (2) documentation sufficiently describing and explaining the source and effects of such regulatory limitations, including a description of any conditions that must be met to satisfy the regulatory limitations and the anticipated time by which Interconnection Customer expects to satisfy the regulatory requirements; and (3) a deposit in lieu of Site Control of \$10,000 per MW, subject to a minimum of \$500,000 and a maximum of \$2,000,000. Interconnection Requests from multiple Interconnection Customers for multiple Generating Facilities that share a site must include a contract or other agreement that allows for shared land use . . . [.]</p>		
3.a	LGIP 3.4.5	<p>In Section 3.4.5 of the pro forma LGIP: The list of items Transmission Providers post on OASIS should be revised to replace the word “station” with “substation.”</p> <p>The list shall identify, for each anonymized Interconnection Request: (1) the requested amount of Interconnection Service; (2) the location by county and state; (3) the <u>sub</u>station or transmission line or lines where the</p>	40.7.2	The NYISO changed “station” to “Substation” in this provision.

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		interconnection will be made . . . [.]		
3.b	LGIP 3.4.5	<p>In Section 3.4.5 of the pro forma LGIP: The last sentence of the first paragraph should be revised to correct an inadvertent removal of the capital “c” in “Cluster Study”:</p> <p>During the Customer Engagement Window, Transmission Provider shall provide to Interconnection Customer a non-binding updated good faith estimate of the cost and timeframe for completing the eCluster Study and a Cluster Study Agreement to be executed prior to the close of the Customer Engagement Window.</p>	This provision does not exist in the NYISO’s interconnection procedures.	Not applicable.
4	LGIP 3.5.4	<p>Section 3.5.4 of the <i>pro forma</i> LGIP should be revised to update internal section references. Specifically, the references to paragraphs 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) should be updated to refer to paragraphs 3.5.2.1(F), 3.5.2.2(F) or 3.5.2.3(F):</p> <p>3.5.4</p> <p>In the event that any of the values calculated in paragraphs 3.5.2.1(EE), 3.5.2.2(EE) or 3.5.2.3(EE) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this</p>	This provision does not exist in the NYISO’s interconnection procedures.	Not applicable.

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		information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.5.2.1(EF), 3.5.2.2(EF) or 3.5.2.3(EF) exceeding 25 percent for two consecutive calendar quarters		
5	LGIP 3.7.1.2.3(a)(5)	<p>Section 3.7.1.2.3(a)(5) of the <i>pro forma</i> LGIP should be revised to avoid redundancy with 3.7.1.2.3(a)(4):</p> <p>the restudy to the executed, or filed unexecuted, LGIA (if a restudy was performed after the Facilities Study phase and before the execution or filing of an unexecuted LGIA).</p> <p><u>The Interconnection Facilities Study reflected in the executed, or filed unexecuted, LGIA to any subsequent restudy conducted after the execution or filing of an unexecuted LGIA.</u></p>	This provision does not exist in the NYISO's interconnection procedures.	Not applicable.
6.	LGIP 3.7.1.2.3(a)	<p>In the last paragraph of Section 3.7.1.2.3(a) of the <i>pro forma</i> LGIP, the word "has" should be changed to "have":</p> <p>If Transmission Provider determines that more than one Interconnection Customer in the same Cluster was financially impacted by the same withdrawn Interconnection Customer, Transmission Provider will apply the relevant withdrawn Interconnection Customer's Withdrawal Penalty funds that has<u>have</u> not already been applied to study costs to reduce the financial impact to each Interconnection</p>	This provision does not exist in the NYISO's interconnection procedures.	Not applicable.

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		Customer based on each Interconnection Customer's proportional share of the financial impact, as determined by either the proportional impact method if it is a System Network Upgrade or on a per capita basis if it is a Substation Network Upgrade, as described under Section 4.2.1 of this LGIP.		
7	9.6	<p>In the last paragraph of Section 9.6 of the <i>pro forma</i> LGIP, the word "if" should be changed to "of":</p> <p>The Affected System Study shall consist of a power flow, stability, and short circuit analysis. The Affected System Study Report will: state the assumptions upon which it is based; state the results of the analyses; and provide the potential impediments to Affected System Interconnection Customer's receipt if <u>of</u> interconnection service on its host transmission provider's transmission system, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection . . . [.]</p>	40.8.3.6.2	The NYISO's interconnection procedures already include this change.
8	LGIP 12.2.4	<p>Section 12.2.4 of the <i>pro forma</i> LGIP should be revised to remove the word "Interconnection" before "Cluster Study Report," consistent with the defined term "Cluster Study Report":</p> <p>12.2.4 Amended Interconnection Cluster Study</p>	This provision does not exist in the NYISO's interconnection procedures.	Not applicable.

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		Report. An Interconnection Cluster Study Report will be amended to determine the facilities necessary to support the requested In-Service Date . . . [.]		
9.	LGIP 13.1	<p>In the third paragraph of Section 13.1 of the <i>pro forma</i> LGIP, the word “Article” should be changed to “Section”:</p> <p>If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article <u>Section</u> warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority . . . [.]</p>	40.24.1	The NYISO inserted this change.
10.	LGIP 13.3	<p>In the second paragraph of Section 13.3 of the <i>pro forma</i> LGIP, an extra “to” should be deleted:</p> <p>Any difference between the study deposit and the actual cost of the Interconnection Studies shall be paid by or refunded to, except as otherwise provided herein, to Interconnection Customers . . . [.]</p>	This provision does not exist in the NYISO’s interconnection procedures.	Not applicable.
11.	LGIP 13.4	<p>In Section 13.4 of the <i>pro forma</i> LGIP, the cross-reference to Section 6.3 should be removed, as Section 6.3 no longer exists. Rather, a reference to Section 7.5 should be added to account for the new cluster study process:</p> <p>If (i) at the time of the signing of an Interconnection Study Agreement there is</p>	40.24.4	The NYISO’s procedures do not include the pro forma language modified by this change.

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		disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3 , 7.4, <u>7.5</u> , or 8.3 of this LGIP that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3 , 7.4, <u>7.5</u> , or 8.3 of this LGIP within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third party consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider . . . [.]		
12	LGIP Appx 12 Section 3.1.4.	<p>In section 3.1.4 of Appendix 12 to the <i>pro forma</i> LGIP, the “t” in Transmission Provider should be capitalized:</p> <p>Timely Completion. Transmission Provider shall use Reasonable Efforts to design, procure, construct, install, and test the Affected System Network Upgrade(s) in accordance with the schedule set forth in Appendix A, which schedule may be revised from time to time by mutual agreement of the Parties. If any event occurs that will affect the</p>	This provision does not apply in NYISO tariffs.	Not applicable.

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		time or ability to complete the Affected System Network Upgrade(s), Transmission Provider shall promptly notify all other Parties. In such circumstances, Transmission Provider shall, within fifteen (15) Calendar Days of such notice, convene a meeting with Affected System Interconnection Customers to evaluate the alternatives available to Affected System Interconnection Customers. Transmission Provider shall also make available to Affected System Interconnection Customers all studies and work papers related to the event and corresponding delay, including all information that is in the possession of the Transmission Provider that is reasonably needed by Affected System Interconnection Customers to evaluate alternatives, subject to confidentiality arrangements consistent with Article 8 . . . [.]		
13.	LGIP Appx 12 Article 5	<p>In Appendix 12 to the <i>pro forma</i> LGIP, the numbering in Article 5 should be corrected as follows:</p> <p>5.3 Notice of Breach, Cure, and Default. Upon the occurrence of an event of Breach, any Party aggrieved by the Breach, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party and to any other person representing a Party to this Agreement identified in writing to the other Party in advance. Such notice shall set forth, in</p>	This provision does not apply in NYISO tariffs.	Not applicable.

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		<p>reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.</p> <p>5.2.1 <u>5.3.1</u> Upon receiving written notice of the Breach hereunder, the Breaching Party shall have a period to cure such Breach (hereinafter referred to as the “Cure Period”) which shall be sixty (60) Calendar Days. If an Affected System Interconnection Customer is the Breaching Party and the Breach results from a failure to provide payments or security under Article 4.1 of this Agreement, the other Affected System Interconnection Customers, either individually or in concert, may cure the Breach by paying the amounts owed or by providing adequate security, without waiver of contribution rights against the breaching Affected System Interconnection Customer. Such cure for the Breach of an Affected System Interconnection Customer is subject to the reasonable consent of Transmission Provider. Transmission Provider may also cure such Breach by funding the proportionate share of the Affected System Network Upgrade costs related to the Breach of Affected System Interconnection Customer. Transmission Provider must notify all Parties that it will exercise this option within thirty (30) Calendar Days of notification that an Affected System</p>		

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		<p>Interconnection Customer has failed to provide payments or security under Article 4.1.</p> <p>5.2.2 <u>5.3.2</u> In the event the Breach is not cured within the Cure Period, the Breaching Party will be in Default of this Agreement, and the non-Defaulting Parties may (1) act in concert to amend the Agreement to remove an Affected System Interconnection Customer that is in Default from this Agreement for cause and to make other changes as necessary, or (2) either in concert or individually take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreement, or covenants under this Agreement.</p> <p>5.3 <u>5.4</u> Rights in the Event of Default. Notwithstanding the foregoing, upon the occurrence of Default, the non-Defaulting Parties shall be entitled to exercise all rights and remedies it may have in equity or at law.</p>		
14	LGIA Article 1	<p>In Article 1 of the <i>pro forma</i> LGIA, the definition of Generating Facility should be revised to reinstate the parentheses around the “s” in “device(s),” consistent with the <i>pro forma</i> LGIP:</p> <p>Generating Facility shall mean Interconnection Customer’s device(s) for the production and/or storage for later injection of electricity</p>	NYISO Standard Interconnection Agreement (40.25.15) Article 1	The NYISO’s Standard Interconnection Agreement already includes this change.

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		identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities		
15	LGIA Article 1	<p>In Article 1 of the <i>pro forma</i> LGIA, the definition of "Site Control" should be revised to remove the phrase "for such purpose," consistent with the definition in the <i>pro forma</i> LGIP:</p> <p>Site Control shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control may be demonstrated by documentation establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility for such purpose; (2) an option to purchase or acquire a leasehold site of sufficient size to construct and operate the Generating Facility; or (3) any other documentation that clearly demonstrates the right of Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Transmission Provider will maintain acreage requirements for each Generating Facility type on its OASIS or public website.</p>	NYISO Standard Interconnection Agreement (40.25.15) Article 1	The NYISO's Standard Interconnection Agreement already includes this change.
16	LGIA Article 1	In Article 1 of the <i>pro forma</i> LGIA, the definition of Stand Alone Network Upgrades should be revised to remove the "an" before "Interconnection	NYISO Standard Interconnection Agreement (40.25.15)	NYISO made the first change to its definition of Stand Along

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		<p>Customer,” consistent with the <i>pro forma</i> LGIP:</p> <p>Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction . . . [.]</p>	<p>Article 1; Large Generator Interconnection Agreement (30.14)</p> <p>Article 1</p>	<p>System Upgrade Facilities for both its Standard Interconnection Agreement and its prior Large Generator Interconnection Agreement that is still being used for certain projects under the NYISO’s transition rules.</p>
17	LGIA Article 5.1.3	<p>Article 5.1.3 of the <i>pro forma</i> LGIA should be revised (a) to make “Interconnection Customer” plural in the first sentence and (b) to capitalize the word “Upgrade” in the second sentence:</p> <p>Individual or Multiple Interconnection Customers shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider’s Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2, if the requirements of this Article 5.1.3 are met. When multiple Interconnection Customers exercise this option, multiple Interconnection Customers may agree to exercise this option provided (1) all Transmission Provider’s Interconnection Facilities and Stand Alone Network uUpgrades</p>	<p>NYISO Standard Interconnection Agreement (40.25.15)</p> <p>Article 5.1.3; Large Generator Interconnection Agreement (30.14)</p> <p>Article 5.1.3</p>	<p>NYISO’s Standard Interconnection Agreement and its Large Generator Interconnection Agreement already make use of “(s)” at the end of Interconnection Customer to account for it potentially being plural. In addition, both agreements already include the defined term Stand Alone System Upgrade Facilities as a</p>

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		constructed under this option are only required for Interconnection Customers in a single Cluster and (2) all impacted Interconnection Customers execute and provide to Transmission Provider an agreement regarding responsibilities and payment for the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades planned to be built under this option . . . [.]		capitalized term in this provision.
18	LGIA Article 9.6.4	<p>In the penultimate sentence of Article 9.6.4 of the <i>pro forma</i> LGIA, the “s” in “System” and the “a” in “Articles” should be capitalized:</p> <p>Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission sSystem, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in aArticles 9.6.4.1 and 9.6.4.2 of this Agreement.</p>	NYISO Standard Interconnection Agreement (40.25.15) Article 9.5.5; Large Generator Interconnection Agreement Article 9.5.5.	NYISO's Standard Interconnection Agreement and its Large Generator Interconnection Agreement (i) already capitalizes system in the NYISO-specific term “New York State Transmission System” and (ii) already capitalizes Articles.
19	LGIA Articles 9.6.3.4 and 9.6.4.4	<p>In Article 9.6.4.3 and 9.6.4.4 of the <i>pro forma</i> LGIA, capitalize the “A” in “Article”:</p> <p>9.6.4.3 Exemptions. Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from aArticles 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities</p>	NYISO Standard Interconnection Agreement (40.25.15) Article 9.5.5.3 and 9.5.5.4; Large Generator Interconnection	NYISO's Standard Interconnection Agreement and its Large Generator Interconnection Agreement already capitalizes Article in these provisions.

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		<p>that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in aArticle 9.6.4, but shall be otherwise exempt from the operating requirements in aArticles9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.</p> <p>9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting a Generating Facility that contains an electric storage resource shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in aArticles9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration</p>	Agreement Articles 9.5.5.3 and 9.5.5.4	

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		<p>that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.</p> <p>Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article <u>Article</u> 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging</p>		

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		at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.		
20	LGIA Article 17.1.1	In Article 17.1.1 of the <i>pro forma</i> LGIA, the word "of" should be replaced with "or": 17.1.1 General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act of <u>or</u> omission of the other Party ... [.]	NYISO Standard Interconnection Agreement (40.25.15) Article 17.1	NYISO's Standard Interconnection Agreement and its Large Generator Interconnection Agreement already includes change to "or".
21.	SGIA Table of Contents	In the table of contents of the <i>pro forma</i> SGIA, add Articles 1.1 through 1.4: 1.1 Applicability 1.2 Purpose 1.3 No Agreement to Purchase or Deliver Power 1.4 Limitations	NYISO Pro Forma Small Generator Interconnection Agreement (32.5)	The NYISO's agreement already includes these inserts, with the exception that Article 1.3 is "Scope of Interconnection Service" in the NYISO's Agreement
22.	SGIA Table of Contents	In the table of contents of the <i>pro forma</i> SGIA, remove Articles 1.8.1, 1.8.4, and 3.4.1 through	NYISO Pro Forma Small Generator	NYISO revised the Small Generator

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		3.4.6 to be consistent with the level of granularity provided in other parts of the table of contents.	Interconnection Agreement (32.5)	Interconnection Agreement table of contents to remove all third level entries.