

THIS FILING LETTER DOES NOT CONTAIN ANY CEIL. ATTACHMENTS I, II, AND IV DO NOT CONTAIN ANY PRIVILEGED OR CONFIDENTIAL INFORMATION. ATTACHMENT III INCLUDES A ONE-LINE DIAGRAM FOR WHICH CEIL DESIGNATION IS REQUESTED IN SECTION III BELOW, AND IS SUBMITTED SEPARATELY.

January 22, 2024

By Electronic Delivery

Honorable Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Filing of an Executed Amended and Restated Small Generator Interconnection Agreement Among the New York Independent System Operator, Inc., Long Island Lighting Company d/b/a LIPA, and Riverhead Solar Farm, LLC; Request for Critical Energy Infrastructure Information Designation; and Request for Waiver of the 60-Day Notice Period; Docket No. ER24-____-000

Dear Ms. Reese:

Pursuant to Section 205 of the Federal Power Act¹ and Section 35.13 of the Commission's regulations,² the New York Independent System Operator, Inc. ("NYISO") hereby tenders for filing an executed Amended and Restated Small Generator Interconnection Agreement entered into by the NYISO, Long Island Lighting Company d/b/a LIPA ("LIPA"), as the Connecting Transmission Owner, and Riverhead Solar Farm, LLC ("Riverhead Solar Farm"), as the Interconnection Customer (the "Amended Agreement").³ The Amended Agreement is labeled as Service Agreement No. 2436 under the NYISO's Open Access Transmission Tariff ("OATT").

The NYISO respectfully requests that the Commission accept the Amended Agreement for filing. With the limited exceptions (i) described in Part I of this letter and (ii) previously accepted by the Commission for the prior version of this agreement, the Amended Agreement conforms to the NYISO's *pro forma* Small Generator Interconnection Agreement ("Pro Forma SGIA") that is contained in Attachment Z to the OATT. Further, as described in Part II of this

¹ 16 U.S.C. § 824d.

² 18 C.F.R. § 35.13 (2022).

³ Capitalized terms that are not otherwise defined in this filing letter shall have the meaning specified in Attachments S or X of the NYISO OATT, and if not defined therein, in the NYISO OATT and NYISO Market Administration and Control Area Services Tariff.

letter, the NYISO respectfully requests a waiver of the Commission's prior notice requirements⁴ to make the Amended Agreement effective as of January 5, 2024, which is the date of its full execution. Finally, as described in Part III of this letter, the NYISO requests, at LIPA's request, that the one-line diagram included in the Amended Agreement be protected from disclosure as Critical Energy Infrastructure Information.

I. Discussion

A. Background

The Riverhead Solar Farm generating facility owned and operated by Riverhead Solar Farm is a 20 MW solar facility in Suffolk County, New York that is in-service ("Riverhead Solar Farm Facility"). The Amended Agreement supersedes the Small Generator Interconnection Agreement for the Riverhead Solar Farm Facility among the NYISO, LIPA, and Riverhead Solar Farm that was filed in the Commission's Docket No. ER19-589-000 on December 18, 2018, and was accepted by the Commission on February 1, 2019 (the "Original Agreement"). The Original Agreement was based on and is consistent with the Pro Forma SGIA, but included certain non-conforming modifications, which were accepted by the Commission.

The existing Riverhead Solar Farm Facility feeds power to the Riverhead Solar Collector Substation, which equipment are the Interconnection Customer's Interconnection Facilities up to the Point of Change of Ownership with LIPA. The power is then fed through the Connecting Transmission Owner's Interconnection Facilities to the Point of Interconnection for the New York State Transmission System at LIPA's 138 kV Edwards Avenue Substation. Attachment 2 of the Amended Agreement includes a one-line drawing showing the Point of Interconnection.

Riverhead Solar 2, LLC ("Riverhead Solar 2") is constructing a 36 MW solar electricity generating facility with NYISO Queue Position No. 535 located in the Town of Calverton in Suffolk County, New York (the "Riverhead Solar 2 Facility"). The Riverhead Solar 2 Facility will also feed power through the Developer's Attachment Facilities (called Interconnection Customer's Interconnection Facilities in the Amended Agreement)⁵ at the Riverhead Solar Collector Substation and will also interconnect to the New York State Transmission System via the Connecting Transmission Owner's Attachment Facilities (called Connecting Transmission Owner's Interconnection Facilities in the Amended Agreement) at LIPA's existing Edwards Avenue Substation.

⁴ See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, clarified, 65 FERC ¶ 61,081 (1993).

⁵ The Riverhead Solar Farm Facility is a Small Generating Facility. The NYISO's Standard Small Generator Interconnection Procedures in Attachment Z of the OATT use the terms "Interconnection Facilities," "Interconnection Customer's Interconnection Facilities," and "Connecting Transmission Owner's Interconnection Facilities" in the context of a Small Generating Facility, while the Standard Large Facility Interconnection Procedures in Attachment X of the NYISO OATT use the terms "Attachment Facilities," "Developer's Attachment Facilities," and "Connecting Transmission Owner's Attachment Facilities" to describe the same facilities in the context of a Large Generating Facility.

Riverhead Solar Farm and Riverhead Solar 2 have entered into a separate Shared Facilities Agreement, dated April 10, 2019, among Riverhead Solar Farm, Riverhead Solar 2, and sPower Services, LLC, which agreement (i) was accepted for filing by the Commission effective May 7, 2019 in its Docket No. ER19-1787-000, and (ii) establishes as between Riverhead Solar Farm and Riverhead Solar 2 their respective obligations for their shared ownership, operation, and maintenance of the Interconnection Customer's Interconnection Facilities (the "Shared Facilities Agreement"). Section F of Attachment 2 of the Amended Agreement establishes certain requirements for a single point of contact – the Riverhead Generators – for Riverhead Solar Farm and Riverhead Solar 2 for purposes of operating and maintaining the shared Interconnection Customer's Interconnection Facilities, using the shared Connecting Transmission Owner's Interconnection Facilities, interfacing with the NYISO and LIPA concerning the projects' interconnections, and making required payments under the projects' interconnection agreements. The NYISO, LIPA, and Riverhead Solar 2 incorporated the same requirements concerning the shared facilities in a Standard Large Generator Interconnection Agreement for the Riverhead Solar 2 Facility, which has been fully executed and is being filed with the Commission contemporaneously with this filing.

B. The Amended Agreement Closely Conforms to the Pro Forma SGIA Contained in Attachment Z of the NYISO OATT

The Amended Agreement was fully executed on January 5, 2024, by the NYISO, LIPA, and Riverhead Solar Farm. The Amended Agreement largely conforms to the language in the Pro Forma SGIA contained in Attachment Z of the NYISO OATT with the exceptions described below in this Part I.B. The NYISO submits that the changes specified below satisfy the Commission's standard for variations from the Pro Forma SGIA, because unique circumstances exist that require a non-conforming agreement.⁶ Therefore, the NYISO respectfully requests that the Commission accept the Amended Agreement with the non-conforming changes.

1. Modifications Previously Accepted by the Commission

As described above in Part I.A, the Original Agreement included certain non-conforming modifications, which were accepted by the Commission.

2. Modifications Required to Address the Entity Executing the Amended Agreement on Behalf of LIPA

The parties agreed to make certain revisions to reflect the fact that Long Island Electric Utility Servco LLC ("Servco") will be executing the Amended Agreement on behalf of LIPA, as LIPA's agent. In particular, the parties revised the preamble, the signature block, and Section H of Attachment 2 to establish Servco's role in the Amended Agreement, including providing that Servco will not be a party to the Amended Agreement and will not have any liability under the Amended Agreement and clarifying that LIPA will have full liability for the obligations of the

⁶ See, e.g., *PJM Interconnection, LLC*, 111 FERC ¶ 61,163 at PP 10-11, *reh'g denied*, 112 FERC ¶ 61,282 (2005).

Connecting Transmission Owner under the Amended Agreement. Further, the parties revised the indemnity requirements in Article 7.3.2 to provide that each party would indemnify the other parties “and their agents” to account for Servco in the indemnity rules.

3. Modifications Required to Reflect Joint Ownership and Use of Interconnection Facilities

As described above, Riverhead Solar Farm and Riverhead Solar 2 have entered into a Shared Facilities Agreement and established a single point of contact – the Riverhead Generators – for purposes of operating and maintaining the Interconnection Customer’s Interconnection Facilities, using the Connecting Transmission Owner’s Interconnection Facilities, interfacing with the NYISO and LIPA concerning the projects’ interconnections, and making required payments under the projects’ interconnection agreements. Accordingly, the parties inserted in Section F of Attachment 2 the details concerning how this Shared Facilities Agreement will interact with the requirements in the Amended Agreement. The parties also modified the notice provisions in Article 13 of the Amended Agreement to reference the use of the Riverhead Generators, as described in Section F of Attachment 2 of the Amended Agreement, as the point of contact for the NYISO and LIPA concerning the Riverhead Solar Farm Facility and the Riverhead Solar 2 Facility.

In addition, the parties modified the metering requirements to account for both the Riverhead Solar Farm Facility and the Riverhead Solar 2 Facility feeding power into the Riverhead Solar Collector Substation and interconnecting to the New York State Transmission System at LIPA’s Edwards Avenue Substation. The parties have specified in Sections C and F of Attachment 2 of the Amended Agreement the details concerning how the two generating facilities will be metered to distinguish their output and have revised Article 1.7 of the Amended Agreement to provide for these metering requirements.

4. Additional Modifications

The NYISO, LIPA, and Riverhead Solar Farm have made the following additional modifications to the Original Agreement:

- Revisions to reflect that this is the “Amended and Restated” Agreement; and
- Revisions to the Milestones in Attachment 4 to indicate that they were completed.

II. Proposed Effective Date and Request for Waiver of the 60-Day Notice Period

The NYISO requests an effective date of January 5, 2024, for the Amended Agreement, which is the date of its full execution. The NYISO respectfully requests that the Commission waive its prior notice requirement to permit the requested effective date. The Commission has

previously permitted interconnection agreements to become effective upon the date of execution.⁷

III. Request for CEII Treatment

LIPA has indicated that the one-line diagram included as the figure in Attachment 3 of the Amended Agreement contains a detailed, one-line schematic of LIPA's facilities that, if disclosed, could pose a threat to the security and the reliability of the New York State bulk power system. Pursuant to Sections 388.112 and 388.113 of the Commission's regulations,⁸ at LIPA's request,⁹ the NYISO requests that the one-line diagram included as the figure in Attachment 3 of the Amended Agreement be protected from disclosure as Critical Energy Infrastructure Information ("CEII").¹⁰ The diagram provides more than simply the general location of critical infrastructure. Unlike publicly available maps of power transmission lines and generation and substation facilities, the schematic shows the exact nature and specific location of facilities used to maintain the reliability of the New York State bulk power system.

The diagram, in LIPA's assessment, reveals such critical information related to the facilities depicted therein that, if disclosed, could be useful to a person seeking to disable the power grid. Therefore, the disclosure of the CEII diagram would pose a threat to the reliability of the New York State bulk power system and the health and safety of New York residents. Moreover, the information revealed in this schematic reveals CEII, which the Commission has determined to be exempt from mandatory disclosure under 5 U.S.C. § 552(b)(7)(F). The

⁷ See, e.g., *New York Independent System Operator, Inc. and New York State Electric & Gas Corporation*, Letter Order, Docket No. ER11-2953-000 (April 7, 2011) (accepting interconnection agreement effective as of date of execution); see also *New York Independent System Operator, Inc. and Niagara Mohawk Power Corp.*, Letter Order, Docket No. ER08-985-000 (June 26, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority*, Letter Order, Docket No. ER08-861-000 (May 27, 2008) (same); *New York Independent System Operator, Inc. and New York Power Authority*, Letter Order, Docket No. ER08-699-000 (May 16, 2008) (same).

⁸ 18 C.F.R. §§ 388.112 and 388.113 (2022).

⁹ As LIPA is a non-jurisdictional municipal utility pursuant to Section 201(f) of the FPA, the NYISO is submitting this Amended Agreement pursuant to Section 205 as the sole filing party and is requesting CEII treatment of certain material detailed in this Section III at LIPA's request on its behalf. Any questions concerning this request for privileged and confidential treatment should be directed to LIPA at the contact information provided below.

¹⁰ As required by Section 388.113(d)(1)(i) of the Commission's regulations, the NYISO, at LIPA's request, has described in this filing letter how the one-line diagram in Appendix A satisfies the definition of critical energy infrastructure information as that term is defined in Section 388.113(c)(1). In addition, as required by Section 388.113(d)(1)(ii) the cover page of this filing letter and the relevant page of the Amended Agreement that contains critical energy infrastructure information is labelled as including CEII and marked DO NOT RELEASE, and a Public and CEII version of the Amended Agreement are being filed with this letter. The CEII material is redacted in the Public version. Finally, as required by Section 388.113(d)(1)(i), at LIPA's request, the NYISO requests that the Commission designate the CEII material submitted on January 22, 2024 with the full five-year CEII designation provided for in Section 388.113(e)(1) as the information provided in the one-line diagram will continue to satisfy the definition of critical energy infrastructure information for this entire period.

diagram has been omitted from the Public version of the Amended Agreement included in this filing.

At LIPA's request, the NYISO is electronically submitting a non-public version of this filing. The diagram is included only in the non-public version of the Amended Agreement in the filing. The non-public diagram is marked: "**FIGURE CONTAINS CEII – DO NOT RELEASE PURSUANT TO 18 C.F.R. §§ 388.112 and 388.113.**" The non-public diagram should be treated as CEII reviewable by Commission Staff. In accordance with the Commission's April 14, 2017 notice on labeling of non-public information, each page of the non-public version of the filing is marked "**CUI//CEII.**"¹¹ A placeholder has been included in place of the non-public diagram in the public version of the Amended Agreement.

All communications relating to this request for privileged and confidential treatment should be addressed to:

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IV. Communications and Correspondence

All communications and service in this proceeding should be directed to:

For the NYISO¹²

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¹¹ See Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff (Apr. 14, 2017) (unreported).

¹² The NYISO respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) (2022) to permit service on counsel in both Washington, D.C. and Richmond, VA.

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V. Documents Submitted

The NYISO respectfully submits the following documents with this filing letter:

- A clean Public version of the Amended Agreement (Attachment I);
- A blacklined Public version of the Amended Agreement showing the changes from the Original Agreement (Attachment II);
- A clean CEII version of the Amended Agreement (Attachment III); and
- The signature pages for the Amended Agreement (Attachment IV).

VI. Service

A complete copy of this filing will be posted on the NYISO's website at www.nyiso.com. The NYISO will send an electronic link to this filing to the official representative of each of its customers and to each participant on its stakeholder committees. In addition, the NYISO will send an electronic copy of this filing to the New York Public Service Commission and to the New Jersey Board of Public Utilities.

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VII. Conclusion

Wherefore, the NYISO respectfully request that the Commission accept the Amended Agreement for filing with an effective date of January 5, 2024.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan

Counsel for the

New York Independent System Operator, Inc.

cc: Janel Burdick
Emily Chen
Matthew Christiansen
Jignasa Gadani
Jette Gebhart
Leanne Khammal
Jaime Knepper
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