

40.25.5 APPENDIX 5 TO ATTACHMENT HH

FACILITY MODIFICATION REQUEST

1. The undersigned Interconnection Customer submits this request to modify: (i) an Interconnection Request for a Facility currently in the NYISO's Queue or (ii) an existing Facility that (a) is currently in commercial operation or (b) has an executed interconnection agreement.

2. Queue Position or PTID No. (if applicable): _____

Project/Facility Name: _____

3. Nature of proposed modification (check all that apply):

Change in Project name

Change in Interconnection Customer name

Change in Point of Interconnection pursuant to Section 40.6.3.1 of Attachment HH

Change in Electric Output (MW) of the Facility

Modification of Technical Parameters of Facility's Technology and Transformer Impedances

Modification to Interconnection Configuration

Technological Change or Advancement

Extension of Commercial Operation Date

Other Modification Not Listed Above

4. Description of proposed modification:

5. Submit a \$10,000 study deposit (except for a requested modification for a project name change, Interconnection Customer name change, change to Point of Interconnection pursuant to Section 40.6.3.1 of Attachment HH, or a permitted extension of a Commercial Operation Date pursuant to Section 40.6.3.4 of Attachment HH).

6. Attach a revised conceptual breaker one-line diagram and a project location geo map, as applicable, including for a proposed change to a Point of Interconnection.
7. If the modification is a decrease in the facility capacity or requested interconnection service, provide an explanation for the decrease, including a description of the injection-limiting equipment with all the necessary parameters of such equipment, as applicable:

8. Proposed modification to an Interconnection Request due to a technological advancement, which includes advancements to turbines, inverters, or plant supervisory controls or other similar advancements to the existing technology proposed in the Interconnection Request
 - a. If the modification is due to a technological advancement to the technology originally proposed, detail the proposed configuration of the technological advancement and the manner of installation:

- b. Provide the parameters associated with the proposed technological advancement:

| Parameter | Before Application of Proposed Technological Advancement | After Application of Proposed Technological Advancement |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|
| Total Project MVA | | |
| MVA/Unit | | |
| Subtransient Impedance ($R'' + jX''$) or equivalent fault current limit for inverter-based technology | | |
| Total Project MW | | |
| MW/Unit | | |
| Total Project MVAr Capability | | |

| | | |
|-------------------------------------------|--|--|
| Mvar Capability/Unit | | |
| Unit kV | | |
| Total Project Power Factor | | |
| Unit Power Factor | | |
| Unit Dynamic Model | | |
| Associated Device(s) Dynamic Model | | |
| Any applicable parameter that will change | | |
| Total Project Single Line Diagram | | |

- c. If any of the above parameters would change due to the proposed technological advancement, demonstrate that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the electrical performance expected prior to the technology change and not cause any reliability concerns (*i.e.*, not have a material adverse impact on the transmission system with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response). Provide support, including any completed studies, that demonstrate that the technological advancement is permissible and/or non-material under Section 40.6.3.7 of Attachment HH to the OATT.

9. For a change to the Commercial Operation Date (COD) of the proposed Facility, provide the following:

- a. Original Proposed Commercial Operation Date (Month/Year): _____
- b. Revised Proposed Commercial Operation Date (Month/Year): _____
- c. For a proposed change four (4) years or more beyond the date for extending the Commercial Operation Date permitted by Section 40.6.3.4 to Attachment HH), Interconnection Customer shall indicate that it is requesting an extension (by checking):

_____ on or before May 2, 2028;

_____ due to its technology type;

_____ due to the sequencing of work on the transmission or distribution system that is

beyond its control; or

_____ through demonstration of reasonable progress.

The Interconnection Customer shall attach, if applicable, an officer certification and supporting documentation making the demonstrations required in Section 40.6.3.5.1.2 or 40.6.3.5.1.3 of Attachment HH to the OATT for its requested extension.

The Interconnection Customer shall also attach the milestone schedule agreed upon with the Connecting Transmission Owner that meets the requested extended Commercial Operation Date.

10. As it relates to the requested modification of an Interconnection Request or an existing facility, provide any updates to data required in the Interconnection Request – “Detailed Generating Facility Data” or provided during completed stages of the interconnection study process.

Attach modeling data files¹:

- Power flow model
- Short circuit model
- Dynamic model

11. The NYISO, in consultation with the Connecting Transmission Owner(s), may request additional information, if necessary, to further assess the proposed modification.

¹ PSSE files require in .raw or ,sav and .dyr format. ASPEN files are required as .olr format.

**Attachment A to Appendix 5 –FACILITY MODIFICATION REQUEST
Terms and Conditions of a Facility Modification Request**

These terms and conditions for the review and/or study of a request to modify a proposed Generating Facility, Cluster Study Transmission Project, or Class Year Transmission Project or a material modification to an existing Generating Facility, Cluster Study Transmission Project, or Class Year Transmission Project consistent with the Interconnection Request dated _____ (“Studies”), including any project modifications reviewed and approved by the NYISO, (“the Project”) and submitted by _____, a _____ organized and existing under the laws of the State of _____ (“Interconnection Customer”), set forth the respective obligations between Interconnection Customer and the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (“NYISO”) (hereinafter the “Terms and Conditions”). By signing below, Interconnection Customer confirms its understanding and acceptance of the Terms and Conditions.

RECITALS

WHEREAS, Interconnection Customer is proposing to develop the Project; and

WHEREAS, Interconnection Customer requests NYISO to evaluate whether the proposed modification to its [Generating Facility, Cluster Study Transmission Project, or Class Year Transmission Project/proposing a capacity addition to an existing Generating Facility, Cluster Study Transmission Project, or Class Year Transmission Project] set forth in the Facility Modification Request would constitute a Material Modification and/or a Permissible Technological Advancement, as applicable, under Attachment HH to the NYISO’s Open Access Transmission Tariff (“OATT”).

NOW, THEREFORE, in consideration of and subject to the terms and conditions contained herein, Interconnection Customer and NYISO agree as follows:

- 1.0 When used in these Terms and Conditions, with initial capitalization, the terms specified shall have the meanings indicated in Section 40.1 of Attachment HH to the ISO OATT.
- 2.0 Interconnection Customer requests NYISO to evaluate whether the proposed modification would constitute a Material Modification and/or a Permissible Technical Advancement, as applicable, and if an additional study(ies) is required pursuant to Section 40.6.3.2 and/or Section 40.6.3.7 of Attachment HH to the OATT, NYISO shall perform, or cause to be performed, a study(ies) consistent with Attachment HH to the OATT.
- 3.0 The scope of the study(ies) shall be subject to the description and assumptions set forth in the Facility Modification Request and the data contained therein or provided upon the request of the NYISO.
- 4.0 For requested modifications other than a technological advancement, the NYISO shall commence any necessary additional studies as soon as practicable, but in no event later

than thirty (30) Calendar Days after receiving the Facility Modification Request, study deposit, and all necessary data, except as otherwise indicated in Section 40.6.3.2 to Attachment HH. NYISO shall provide a determination of whether the modifications proposed in the Facility Modification Request would constitute a Material Modification for purposes of Section 40.6.3.3 of Attachment HH to the OATT.

- 5.0 Interconnection Customer shall provide a deposit of \$10,000 with the Facility Modification Request, except for a requested modification for a project name change, Interconnection Customer name change, change to Point of Interconnection pursuant to Section 40.6.3.1 of Attachment HH, or a permitted extension of a Commercial Operation Date pursuant to Section 40.6.3.4 of Attachment HH.
- 6.0 Interconnection Customer shall be responsible for the actual costs incurred by NYISO and any subcontractor hired to perform study work, as computed on a time and materials basis in accordance with the rates provided to the Interconnection Customer at the time that the NYISO notifies the Interconnection Customer that a study(ies) is required to complete its Facility Modification Request. The ISO shall invoice the Interconnection Customer, and Interconnection Customer shall pay the invoiced amounts, in accordance with the requirements in Section 40.24.3 of Attachment HH to the ISO OATT. NYISO shall continue to hold any amounts on deposit, if applicable, until settlement of the final invoice in accordance with the requirements in Section 40.24.3 of Attachment HH.
- 7.0 Miscellaneous.
 - 7.1 Accuracy of Information. Except as Interconnection Customer may otherwise specify in writing when it provides information to NYISO under these Terms and Conditions, Interconnection Customer represents and warrants that the information it provides to NYISO shall be accurate and complete as of the date the information is provided. Interconnection Customer shall promptly provide NYISO with any additional information needed to update information previously provided to the extent permitted by Attachment HH to the ISO OATT.
 - 7.2 Disclaimer of Warranty. In preparing the Studies, NYISO and any subcontractor consultants hired by it shall have to rely on information provided by Interconnection Customer, and possibly by third parties, and may not have control over the accuracy of such information. Accordingly, neither NYISO nor any subcontractor consultant hired by NYISO makes any warranties, express or implied, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession, or otherwise, including without limitation implied warranties of merchantability and fitness for a particular purpose, with regard to the accuracy, content, or conclusions of the Studies performed under these Terms and Conditions. Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.
 - 7.3 Limitation of Liability. The NYISO or any subcontractor consultants engaged by

the NYISO shall not be liable for direct damages, including money damages or other compensation, for actions or omissions by the NYISO or a subcontractor consultant in performing its obligations under this Agreement, except to the extent such act or omission by the NYISO or a subcontractor consultant is found to result from its gross negligence or willful misconduct. In no event shall NYISO or its subcontractor consultants be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with these Terms and Conditions or the Studies performed or any reliance on the Studies by Interconnection Customer or third parties, even if NYISO or its subcontractor consultants have been advised of the possibility of such damages. Nor shall any NYISO or its subcontractor consultants be liable for any delay in delivery or for the non-performance or delay in performance of its obligations under these Terms and Conditions, except as otherwise set forth in Attachment HH to the ISO OATT.

- 7.4 **Third-Party Beneficiaries.** Without limitation of Sections 7.2 and 7.3 under these Terms and Conditions, Interconnection Customer further agrees that subcontractor consultants hired by NYISO to conduct or review, or to assist in the conducting or reviewing, the study(ies) requested under the Facility Modification Request shall be deemed third-party beneficiaries of these Sections 7.2 and 7.3 under these Terms and Conditions.
- 7.5 **Term and Termination.** The obligations to conduct the Studies and under these Terms and Conditions shall be effective from the date hereof and, unless earlier terminated under these Terms and Conditions, shall continue in effect until the Study(ies) is completed or Interconnection Customer provides a written request to withdraw its Facility Modification Request. Interconnection Customer or NYISO also may terminate their obligations under these Terms and Conditions upon the withdrawal of Interconnection Customer's Interconnection Request under Section 40.6.4 of Attachment HH.
- 7.6 **Governing Law.** These Terms and Conditions and any study performed thereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of laws provisions.
- 7.7 **Severability.** In the event that any part of these Terms and Conditions are deemed as a matter of law to be unenforceable or null and void, such unenforceable or void part shall be deemed severable from these Terms and Conditions and the obligations under these Terms and Conditions shall continue in full force and effect as if each part was not contained herein.
- 7.8 **Amendment.** No amendment, modification, or waiver of any term or condition hereof shall be effective unless set forth in writing and signed by Interconnection Customer and NYISO hereto.
- 7.9 **Survival.** All warranties, limitations of liability, and confidentiality provisions provided herein shall survive the expiration or termination hereof.

- 7.10 Independent Contractor. Interconnection Customer agrees that NYISO shall at all times be deemed to be an independent contractor and none of its employees or the employees of its subcontractors shall be considered to be employees of Interconnection Customer as a result of performing any work under these Terms and Conditions.
- 7.11 No Implied Waivers. The failure of Interconnection Customer or NYISO to insist upon or enforce strict performance of any of the provisions of these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such party's right to insist or rely on any such provision, rights, and remedies in that or any other instances; rather, the same shall be and remain in full force and effect.
- 7.12 Successors and Assigns. The obligations under these Terms and Conditions, and each and every term and condition hereof, shall be binding upon and inure to the benefit of Interconnection Customer and NYISO and their respective successors and assigns.

IN WITNESS THEREOF, Interconnection Customer has agreed to accept and be bound by the Terms and Conditions by its duly authorized officers or agents execution on the day and year first below written.

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____