Invenergy

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Re: Invenergy feedback on NYISO's draft tariff for FERC Order 2023 Compliance

Dear Thinh and Sarah,

Invenergy is a leading, privately held developer and operator of sustainable energy solutions. Invenergy has successfully developed more than 200 projects, including wind, solar, transmission infrastructure, green hydrogen, natural gas power generation and advanced energy storage projects.

Invenergy appreciates the time and effort New York Independent System Operator's (NYISO) Staff has dedicated to queue reform process and drafting the tariff language for FERC Order 2023 compliance and provides the following comments on the IITF February 16, 2024, Working Draft (additions or corrections to the tariff language are shown in redline):

Breach and Default Definition from initial tariff: Invenergy is concerned that the way Breach and Default are defined could imply that a breach/default of one of the three agreements would constitute a breach/default of all three agreements. Please add language to clarify this is not the case. In addition, drafts of the Standard Upgrade Construction Agreement and Multiparty Standard Upgrade Construction Agreement have not been provided. Invenergy would like to review these agreements in advance of the tariff filing.

Generating Facility Capacity shall mean the net seasonal capacity of the Generating Facility or the aggregate net seasonal capacity of the Generating Facility consisting of more than one device for production and/or storage for later injection.

Regarding the definition for the **Overage Cost**, NYISO should consider if this will also include Affected Transmission Owners (ATOs) and Affected System Studies, and Study Deliverability Upgrades (SDUs).

Phase 1 Study Start Date shall mean the start date for the Phase 1 Study process as set forth in Section [40.10.1].

Section 40.2.4.2.2 provides each Interconnection Customer with 50 days to provide an acceptable deposit to meet its obligations in Attachment HH before the termination of a letter of credit. Invenergy believes 50 days is unnecessarily long and requests that the deadline be changed to 30 days.

Section 40.4.2 does not address what happens if the Connecting Transmission Owners (CTO) and ATOs cannot agree on sharing the application fee, which could lead to delay in the process. In case the CTOs and ATOs cannot reach agreement on allocation of their portion of the application fee, NYISO should establish a default allocation rule. For example, 60% should be allocated to the CTO and 40% to the ATO, if the parties cannot reach agreement by a date certain on an alternative allocation.

Section 40.5.4.1.1 states that a Contingent Project must be the same as the Pending Project, including same technical data, modeling, POI, and site. Invenergy urges NYISO to allow Contingent Projects to make minor changes to their POI and other elements so long as they do not change the electrical characteristics of the project. Non-contingent projects entering the Transitional Cluster are allowed to make changes to their POI and other elements within five (5) Business Days after the ISO posts the Cluster Study Project List during the Customer Engagement Window. It is not certain that Contingent Projects will receive their final CY23 cost allocations before the end of the period non-contingent projects would be allowed to change their POI and other elements, and Invenergy believes Contingent Projects should be treated in a manner similar to non-contingent ones, with respect to POI alterations, by allowing Contingent projects to revise their POI and other elements when the interconnection request for the Contingent Project is filed as well as pursuant to Section 4.6.3.

Section 4.5.5.5 provides Interconnection Customers ten days to demonstrate satisfactory Site Control requirements if the ISO determines any material changes to the Interconnection Customer's Site Control no longer meets applicable requirements. Ten days is insufficient to meet this requirement, and Invenergy requests the ISO increase the cure period to a minimum of 15 days.

Section 40.5.6.5 references facilities requesting External-to-ROS Deliverability Rights. NYISO should consider if there is a need for provisions to address internal controllable lines and internal UDRs, akin to the provisions related to External-to-ROS deliverability rights.

For Section 40.5.7.2.2, "…, the ISO will review the Interconnection Customer's submitted information and, if it determines the identified deficiency has not been addressed, will notify the Interconnection Customer of the remaining deficiency…"

Section 40.6.1.1 defines the assignment of queue positions. The tariff states the Transition Cluster application window is open for any Interconnection Customer to submit its project, and the Queue Position is assigned based on the date and time of the ISO's receipt of the Interconnection Customer's complete submission of an Interconnection Request. Invenergy urges the NYISO to maintain the priority of the projects that have had queue positions. NYISO should allocate an earlier portion of the application window specifically for projects with existing queue positions. These projects should be allowed to maintain their queue priority, especially for feasibility of interconnection at a POI, relative to their existing queue positions before the application window being opened to projects without a queue position.

Regarding **Section 4.6.3**, Invenergy suggests that projects should be permitted to make non-material changes throughout the process and allow for Interconnection Customers to request Material Modifications at the decision periods at the end of the Customer Engagement Window and Phase 1 Study.

Section 40.6.3.5 addresses COD extensions. Invenergy appreciates NYISO's effort to provide greater flexibility to grant extensions beyond 4 years but believes improvements can be made to the provision and supports the recommendations provided by ACENY on this issue.

Section 40.6.5.2.2 provides that if Withdrawal Penalty Funds remain after study costs are covered, they will be refunded to projects in the cluster equally on a per-project basis. Because the new process will include many small projects, Invenergy believes the refund should be done on a MW-weighted basis, as Invenergy does not believe it makes sense for a 5 MW project to receive the same refund as a 100 MW project.

Section 40.7.2.3 provides the ability to change one's POI and other elements within 5 business days after the Cluster Study Project List is issued. CY23 projects may not receive their final CY23 cost allocations by that time. As explained more fully above, Invenergy believes Contingent Projects should be allowed effectively the same right as Transition Cluster projects to change their POI and other elements and thus should be allowed to identify a changed POI in the cluster process so long as it does not change the electrical characteristics of the project.

Section 40.11.6.2. contains ambiguous language on reporting deadlines and should be revised as follows: "At the completion of the first month following the start date of the Phase 2 Study, and at the conclusion of every ~~other~~ month thereafter…"

Section 40.13.4.1 regarding participation in capacity markets, NYISO should evaluate if there is a need to include internal deliverability rights.

Section 40.15.5.1 allows for reduced withdrawal penalties if Connecting Transmission Owner's Attachment Facilities (CTOAF) and System Deliverability Upgrade (SDU) costs increase by 100% or more but does not address Affected TO and Affected System cost increases. Invenergy believes the reduced penalty should also apply to Interconnection Customers for projects that have at least a 100% increase in SUFs Affected System and Affected TO upgrades during the iterative process at the end of Phase 2 due to withdrawal of other projects.

Section 40.16.1.1 allocates forfeited cash and security posted from terminated projects to defray costs of CTOAFs, Distribution Upgrades, SDUs, or Network Upgrades required for other projects. Invenergy suggests the forfeited amounts also be used to defray costs from Affected System and ATO upgrades.

Section 40.24.3.6 requires payment of invoices within 30 days of ISO issuance. Most companies have 30 payment processing rules, so depending on when the invoice is issued, in many if not most cases payment cannot be made 30 days from issuance. Invenergy requests that the NYISO allow Interconnection Customers 60 days from issuance to pay.

2/16 IITF Presentation slides 39 and 30 addressed NYISO's version of a regional difference to FERC's statement that storage providers should be able to fix their operating parameters to avoid upgrades that might be found necessary were they to charge (withdraw) during peak periods. While Invenergy appreciates NYISO's efforts to improve this provision, Invenergy remains concerned that it does not address the underlying issue for storage facilities connecting to or affecting facilities lower than 100 kV. In addition, the section has morphed to address both withdrawals and injections, and now covers wind and solar facilities in addition to storage. This has raised several questions:

- Will other technologies also be subject to this provision, such as landfill gas resources and thermal facilities?
- If not, why are wind and solar being addressed differently than other resources?
- Will eliminating the need for covered facilities to pay for upgrades related to injection overloads increase the likelihood of facility curtailment?
- Will the ISO identify upgrades that developers could voluntarily fund that would address overloads related to injections?

Respectfully Submitted,

Invenergy LLC

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