

ATTACHMENT A

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>The objective of this LGIP is to implement FERC's Order No. 2003 setting forth the requirements for Large Generating Facility Interconnections to the ISO Controlled Grid</u>	<u>1.1 Objectives</u>	The addition provides the context for the incorporation of the LGIP into the ISO Tariff by setting forth objectives of the LGIP.
<u>Unless the context otherwise requires, any word or expression defined in the Master Definitions Supplement to the ISO Tariff shall have the same meaning where used in this LGIP. A reference to a Section or an Appendix is a reference to a Section of an Appendix of the ISO Tariff. References to the LGIP are to this Protocol or to the stated paragraph of this Protocol.</u>	<u>1.2.1 Master Definitions Supplement</u>	This addition makes clear that most of the applicable LGIP defined terms are proposed to be placed in the Master Definitions Supplement, Appendix A to the ISO Tariff and refers to the Master Definitions Supplement as the primary source of those definitions. The addition also includes standard ISO Protocol provisions indicating the intended use of language in the protocol.
<u>In this LGIP, the following words or expressions shall have the meanings set opposite them:</u>	<u>1.2.2 Special Definitions for this LGIP</u>	The added introductory language makes clear that the few defined terms shown as remaining in the LGIP itself are "special" definitions intended for use only in the LGIP and not in the rest of the ISO Tariff.
Numerous definitions moved to ISO Tariff Appendix A, Master Definitions Supplement	<u>1.2.2 Definitions [General Change]</u>	The ISO Tariff Master Definitions Supplement is the primary source of defined terms in the ISO Tariff, to which the LGIP will be attached as an ISO Protocol. All applicable FERC pro forma LGIP definitions have been moved to the Master Definitions Supplement except as expressly noted, which allows those definitions to be used elsewhere in the ISO Tariff without having to be re-defined where used.
Transmission Provider's Transmission System <u>ISO Controlled Grid</u>	"Affected System"	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole, and that Affected Systems are therefore systems other than those that make up the ISO Controlled Grid.
<u>, including the Participating TO's electric systems that are not part of the ISO Controlled Grid</u>	"Affected System"	This makes clear that a Participating TO's Distribution System can be an "Affected System" for purposes of interconnection.
Delete definition	"Affiliate"	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and consistent to be used in the LGIP.
Delete definition.	"Ancillary Services"	The term is not used in the LGIP.
Delete definition.	"Applicable Laws and Regulations"	The term is not used in the LGIP, with the deletion of the unused term "Environmental Law."
Delete definition.	"Applicable Reliability Council"	The term is not used in the LGIP, with the deletion of the unused term "Applicable Reliability Standards."
Delete definition.	"Applicable	The term is not used in the LGIP.

LGIP Matrix of Changes

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	Reliability Standards	
by the Transmission Provider or Interconnection Customer	“Base Case”	The deletion preserves the substance of the definition while deferring issues that might be raised by the deleted language to the substantive LGIP provisions addressing responsibilities for Interconnection Studies.
Delete definition	“Breach”	FERC’s definition only applied to the LGIA and didn’t apply to the LGIP, so the term was made “undefined” in the LGIP and the definition was deleted.
Delete definition.	“Breaching Party”	The term is not used in the LGIP.
Substitute the FERC pro forma LGIP definition for the existing ISO Tariff definition, with the exception of using Ffederal Hholiday as a lower-case term, and with the addition of <u>“and the day after Thanksgiving Day”</u> .	“Business Day”	The FERC pro forma LGIP definition is more clear than the existing ISO Tariff definition. However, “Federal Holiday” is not a defined term in the LGIP or in the ISO Tariff and should therefore not be capitalized. Also, the day after Thanksgiving Day is a holiday for the ISO and the Participating TOs, so it was added to the FERC definition.
Ffederal Hholiday	“Calendar Day”	“Federal Holiday” is not a defined term in the LGIP or in the ISO Tariff and should therefore not be capitalized.
Minor modifications	“Commercial Operation Date”	Minor modifications are proposed to this definition to make it more clear.
<u>, subject to the limitations set forth in Section 13.1 of the LGIP</u>	“Confidential Information” [Special defined term only in LGIP]	Section 13.1 of the LGIP includes some substantive limitations on the scope of “Confidential Information” that are not included in the FERC pro forma LGIP definition. Those limitations need to be incorporated into the definition in order not to mislead the reader.
Delete definition.	“Control Area”	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and consistent to be used in the LGIP.
Delete definition.	“Default”	The term is not used in the LGIP.
New definition	“Deliverability Assessment”	The CPUC is considering but has not yet acted upon a resource adequacy obligation for utilities. Without such an obligation, the concept of NR Interconnection Service has no meaning with regard to interconnection to the ISO Controlled Grid. The new term “Deliverability Assessment” is useful in LGIP Section 3.3 to describe the closest practical substitute to the NR Interconnection Service concept with regard to interconnection to the ISO Controlled Grid and anticipates possible action by the CPUC to impose a resource adequacy requirement. The definition of Deliverability Assessment makes clear that the assessment provides information on the deliverability of a facility and the Network Upgrades necessary for various levels of deliverability.
New definition	“Delivery Network”	This term is useful in distinguishing among

LGIP Matrix of Changes

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	Upgrades”	different types of Network Upgrades.
<u>set forth in this LGIP</u>	“Dispute Resolution” [Special defined term only in LGIP]	This clarifies that the Dispute Resolution procedure is set forth in and limited to the LGIP, as the ISO Tariff sets forth a different procedure for resolution of all other disputes arising under the ISO Tariff.
In which they will first attempt to resolve the dispute on an informal basis.	“Dispute Resolution” [Special defined term only in LGIP]	Definition doesn't describe the entire dispute resolution procedure as it is described throughout the LGIP provisions describing the process – not just the informal process.
Delete definition	“Distribution System”	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and consistent to be used in the LGIP.
<u>Participating TO's Transmission Provider's Distribution System</u> electric system that are not part of the ISO Controlled Grid	“Distribution Upgrades”	This clarifies that it is the Participating TO's non-ISO Controlled Grid facilities that are intended to be referenced where the term is used.
at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce	“Distribution Upgrades”	The deletion preserves the substance of the definition while deferring issues that might be raised by the deleted language to the substantive LGIP provisions addressing responsibilities for Distribution Upgrades.
Delete definition.	“Effective Date”	The term is not used in the LGIP.
Delete definition.	“Emergency Condition”	The term is not used in the LGIP.
Delete definition.	“Energy Resource Interconnection Service”	The term is not used in the LGIP, with the substitution of the form of Interconnection Service to be provided by the ISO and Participating TOs for the interim period.
<u>Participating TO Transmission Provider</u>	“Engineering & Procurement Agreement”	This clarifies that it is the Participating TO and not the ISO that undertakes the engineering and procurement activities under the E&P Agreement.
Delete definition.	“Environmental Law”	The term is not used in the LGIP, with the deletion of the unused term “Hazardous Substances.”
Delete definition.	“Federal Power Act”	The term is not used in the LGIP.
Delete definition.	“FERC”	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and consistent to be used in the LGIP.
Delete definition.	“Force Majeure”	The term is not used in the LGIP.
device <u>Generating Unit(s) used</u>	“Generating Facility”	The existing ISO Tariff defined term “Generating Unit” is more precise and specific to the ISO structure than the use of the term “device” in the FERC pro forma LGIP definition.
Delete definition.	“Generating Facility Capacity”	The term is not used in the LGIP, with the proposed modification of the definition of

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
		"Generating Facility" and the deletion of the unused term "Small Generating Facility."
Delete definition	"Good Utility Practice"	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and appropriate to be used in the LGIP.
<u>Transmission Provider Participating TO, ISO</u>	"Governmental Authority" [Special defined term only in LGIP]	Neither the Participating TO nor the ISO is appropriately a "Governmental Authority" for purposes for which that term is used.
Delete definition.	"Hazardous Substances"	The term is not used in the LGIP.
Delete definition.	"Initial Synchronization Date"	The term is not used in the LGIP.
<u>Participating TO's Transmission Provider's</u>	"In-Service Date"	This clarifies that it is the Participating TO and not the ISO that has Interconnection Facilities.
<u>Participating TO Transmission Provider, Transmission Owner</u>	"Interconnection Customer"	This clarifies that it is the Participating TO and not the ISO that might have a Generating Facility.
<u>ISO Controlled Grid Transmission Provider's Transmission System</u>	"Interconnection Customer"	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>ISO Controlled Grid Transmission Provider's Transmission System</u>	"Interconnection Customer's Interconnection Facilities"	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>Participating TO's Transmission Provider's</u>	"Interconnection Facilities"	This clarifies that it is the Participating TO and not the ISO that has Interconnection Facilities.
<u>ISO Controlled Grid Transmission Provider's Transmission System</u>	"Interconnection Facilities"	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>Participating TO, ISO Transmission Provider</u>	"Interconnection Facilities Study"	This clarifies that either the Participating TO or the ISO may conduct an Interconnection Facilities Study.
<u>Participating TO's Transmission Provider's</u>	"Interconnection Facilities Study"	This clarifies that it is the Participating TO and not the ISO that has Interconnection Facilities.
<u>and Distribution Upgrades as identified in the Interconnection System Impact Study</u>	"Interconnection Facilities Study"	The addition makes clear that a Participating TO's Distribution System facilities are also facilities that might be identified in an Interconnection Facilities Study, and the deletion preserves the substance of the definition while avoiding potential inaccurate implications regarding the identification of the relevant facilities.
<u>ISO Controlled Grid Transmission Provider's Transmission System</u>	"Interconnection Facilities Study"	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>accepted by FERC and posted on the ISO Home Page contained in Appendix 4 of the Standard Large Generator Interconnection Procedures</u>	"Interconnection Facilities Study Agreement"	This clarifies that the agreement will not be physically attached to the LGIP, and thus the ISO Tariff, as it will be both an ISO and a Participating TO agreement – which will best be implemented by separate acceptance by FERC as a pro forma Service Agreement.
<u>conducted by the Participating</u>	"Interconnection	This clarifies the entities eligible to prepare the

LGIP Matrix of Changes

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<u>TO(s), ISO, or a third party consultant for the Interconnection Customer</u>	Feasibility Study”	study.
<u>ISO Controlled Grid Transmission Provider’s Transmission System</u>	“Interconnection Feasibility Study”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>accepted by FERC and posted on the ISO Home Page contained in Appendix 2 of the Standard Large Generator Interconnection Procedures</u>	“Interconnection Feasibility Study Agreement”	This clarifies that the agreement will not be physically attached to the LGIP, and thus the ISO Tariff, as it will be both an ISO and a Participating TO agreement – which will best be implemented by separate acceptance by FERC as a pro forma Service Agreement.
New definition	“Interconnection Handbook”	This term is useful in ensuring that an Interconnection Customer is aware of and complies with the individual technical requirements applicable to the systems of the different Participating TOs.
<u>ISO Tariff</u>	“Interconnection Request”	This clarifies that the interconnection process is governed by the ISO Tariff.
<u>ISO Controlled Grid Transmission Provider’s Transmission System</u>	“Interconnection Request”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>Participating TO and ISO Transmission Provider</u>	“Interconnection Service”	This clarifies that Interconnection Service as set forth in the LGIP is a service jointly provided by the Participating TO and the ISO.
<u>ISO Controlled Grid Transmission Provider’s Transmission System</u>	“Interconnection Service”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>Participating TO’s TO Tariff, and, if applicable, the Transmission Provider’s the ISO Tariff</u>	“Interconnection Service”	This clarifies that Interconnection Service as set forth in the LGIP is a service jointly provided by the Participating TO and the ISO pursuant to their respective Tariffs.
<u>conducted by the Participating TO(s), ISO, or a third party consultant for the Interconnection Customer</u>	“Interconnection System Impact Study”	This clarifies the entities eligible to prepare the study.
<u>ISO Controlled Grid Transmission Provider’s Transmission System</u>	“Interconnection System Impact Study”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole and enables the ISO to fulfill its responsibility for making sure the cumulative Interconnection System Impact Studies take into account impacts on the entire ISO Controlled Grid.
<u>accepted by FERC and posted on the ISO Home Page contained in Appendix 3 of the Standard Large Generator Interconnection Procedures</u>	“Interconnection System Impact Study Agreement”	This clarifies that the agreement will not be physically attached to the LGIP, and thus the ISO Tariff, as it will be both an ISO and a Participating TO agreement – which will best be implemented by separate acceptance by FERC as a pro forma Service Agreement.
Delete definition.	“IRS”	The term is not used in the LGIP.
Delete definition.	“Joint Operating Committee”	The term is not used in the LGIP.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
having a Generating Facility Capacity of more than 20 MW	“Large Generating Facility”	This clarifies that the LGIP (and associated LGIA) will apply uniformly to all new Generating Facility interconnections pending the issuance by FERC of a separate rule governing the interconnection of Generating Facilities of 20 MW or less – at which time this definition will be amended to restore the deleted phrase. This is a more reasonable approach than leaving Generating Facilities 20 MW or less governed by the existing, outdated, provisions of the ISO Tariff – which do not distinguish between Generating Facilities above and below 20 MW in any event.
Delete definition.	“Loss”	The term is not used in the LGIP.
<u>or any other valid interconnection request</u>	“Material Modification”	This clarifies that Material Modifications include modifications with an impact on interconnections to the Participating TO’s entire electric system, as well as interconnections to the ISO Controlled Grid.
Delete definition.	“Metering Equipment”	The term is not used in the LGIP.
Delete definition.	“NERC”	The term duplicates an existing ISO Tariff defined term, which existing defined term is sufficiently clear and consistent to be used in the LGIP.
Delete definition.	“Network Resource”	The term is not used in the LGIP, with the substitution of the form of Interconnection Service to be provided by the ISO and Participating TOs for the interim period.
Delete definition.	“Network Resource Interconnection Service”	The term is not used in the LGIP, with the substitution of the form of Interconnection Service to be provided by the ISO and Participating TOs for the interim period.
ISO Controlled Grid Transmission Provider’s Transmission System	“Network Upgrades”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
Point of Interconnection at which the Interconnection Customer interconnects to the Transmission Provider’s Transmission System	“Network Upgrades”	This substitutes the more precise FERC pro forma LGIP defined term “Point of Interconnection” for the more ambiguous phrase set forth in the FERC pro forma LGIP definition.
<u>Network Upgrades shall consist of Delivery Network Upgrades and Reliability Network Upgrades.</u>	“Network Upgrades”	This clarifies that Network Upgrades include upgrades to any portion of the ISO Controlled Grid.
Delete definition.	“Notice of Dispute”	This term is used only in Section 13.5.1, where it is already defined for use in that section. Thus, there is no purpose for the redundant defined term.
<u>accepted by FERC and posted on the ISO Home Page contained in Appendix 5 of the Standard Large Generator Interconnection Procedures</u>	“Optional Interconnection Study Agreement”	This clarifies that the agreement will not be physically attached to the LGIP, and thus the ISO Tariff, as it will be both an ISO and a Participating TO agreement – which will best be implemented by separate acceptance by FERC as a pro forma

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
		Service Agreement.
Transmission Provider, Transmission Owner, the ISO, Participating TO(s)	“Party or Parties” [Special defined term only in LGIP]	This defines who the parties are – specific parties and their combinations.
<u>Participating TO’s Transmission Provider’s</u>	“Point of Change of Ownership”	This clarifies that it is the Participating TO and not the ISO that has Interconnection Facilities.
<u>ISO Controlled Grid Transmission Provider’s Transmission System</u>	“Point of Interconnection”	This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole.
<u>ISO Transmission Provider</u>	“Queue Position”	This clarifies that the ISO has the lead in processing Interconnection Requests and establishing Queue Position.
<u>Agreement Procedures</u>	“Reasonable Efforts” [Special defined term only in LGIP]	This clarifies that the term is used in the LGIP to refer to efforts with respect to obligations under the LGIP and not under the LGIA.
New definition	“Reliability Network Upgrades”	This term is useful in distinguishing among different types of Network Upgrades.
<u>the applicable Participating TO, and the ISO Transmission Provider</u>	“Scoping Meeting”	This clarifies which parties are involved in the Scoping Meeting.
Delete definition.	“Small Generating Facility”	The term is not used in the LGIP.
<u>ISO Controlled Grid Transmission System or Affected Systems</u>	“Stand Alone Network Upgrades”	This makes clear that construction of Network Upgrades cannot affect any other element of the electric system and still qualify under the LGIP as Stand Alone Network Upgrades.
<u>The Participating TO, the ISO, Both the Transmission Provider</u>	“Stand Alone Network Upgrades”	This makes clear that both the Participating TO and the ISO must be in agreement with the Interconnection Customer as to what constitutes a Stand Alone Network Upgrade.
<u>, that is included in the Transmission Provider’s Tariff</u>	“Standard Large Generator Interconnection Agreement”	This clarifies that the ISO and Participating TOs intend to file the LGIA with FERC for approval as a separate pro forma agreement referenced in their respective Tariffs but not to incorporate that pro forma agreement directly into their Tariffs due to the complications that would result if the same pro forma agreement were part of several different Tariffs.
<u>ISO Protocol that sets forth the</u>	“Standard Large Generator Interconnection Procedures”	This clarifies that the LGIP will be added as another ISO Protocol to the ISO Tariff.
<u>Transmission Provider’s ISO Tariff</u>	“Standard Large Generator Interconnection Procedures”	This clarifies that the LGIP will be added as another ISO Protocol to the ISO Tariff.
Delete definition.	“System Protection Facilities”	The term is not used in the LGIP.
Delete definition.	“Tariff”	The term “Tariff” as used in the FERC pro forma

LGIP Matrix of Changes

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		LGIP has been replaced with the appropriate existing ISO Tariff defined terms "ISO Tariff" and/or "TO Tariff" as appropriate and is consequently unused in the LGIP.
Delete definition.	"Transmission Owner"	The term "Transmission Owner" as used in the FERC pro forma LGIP has been replaced with the existing ISO Tariff defined term "Participating TO" and is consequently not used in the LGIP.
Delete definition.	"Transmission Provider"	The term "Transmission Provider" as used in the FERC pro forma LGIP has been replaced with the existing ISO Tariff defined terms "Participating TO" and/or "ISO" as appropriate and is consequently not used in the LGIP.
<u>Participating TO's Transmission Provider's</u>	"Transmission Provider's Participating TO's Interconnection Facilities"	The changes to the defined term and the definition clarify that it is the Participating TO and not the ISO that has Interconnection Facilities.
Delete definition	"Transmission System"	The term "Transmission System" as used in the FERC pro forma LGIP has been replaced with the existing ISO Tariff defined term "ISO Controlled Grid" and is consequently not used in the LGIP.
<u>the a Generating Unit Facility</u>	"Trial Operation"	This clarifies that an Interconnection Customer may undertake separate Trial Operation of each Generating Unit that is a part of an aggregated Generating Facility, rather than having to wait until the completion of the entire Generating Facility before commencing Trial Operation.
<p><u>(a) Unless the context otherwise requires, if the provisions of this LGIP and the ISO Tariff Conflict, the ISO Tariff will prevail to the extent of the inconsistency.</u></p> <p><u>(b) A reference in this LGIP to a given agreement, the ISO Protocol or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made.</u></p> <p><u>(c) The Captions and headings in this LGIP are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this LGIP.</u></p> <p><u>(d) This LGIP shall be effective as of the date specified by FERC.</u></p>	<u>1.2.3. Rules of Interpretation</u>	The additions are standard ISO Protocol introductory provisions that specify the rules for interpretation of the provisions of the LGIP and for the effective date of the LGIP.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
Transmission Provider ISO and the applicable Participating TO	2.2 (Comparability)	Specifies who is the Transmission Provider in this context: it is both the ISO and the Participating TO who will perform the studies, working together to process and analyze Interconnection Requests.
all	2.2 (Comparability)	Delete "all" to make it clear that Participating TOs that are not directly involved in the study process would not be affected
Transmission Provider ISO and the Participating TO	2.2 (Comparability)	Specifies who is the Transmission Provider in this context: it is both the ISO and the Participating TO who will perform the studies, working together to process and analyze Interconnection Requests.
Transmission Provider the Participating TO	2.2 (Comparability)	Specifies who is the Transmission Provider in this context: the Participating TO is the owner of the facilities to which interconnection is sought. The ISO does not own these facilities.
Transmission Provider The applicable Participating TO or ISO	2.3 (Base Case Data)	Specifies who is the Transmission Provider in this context: it is either the Participating TO or the ISO, since either might be the owner of the base case.
Applicable-confidentiality provisions.	2.3 (Base Case Data)	Clarifies between information provided in accordance with the LGIP and information provided pursuant to the remainder of the ISO Tariff.
Such databases and lists, hereinafter referred to as Base Cases shall include all (1) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the applicable authority.	2.3 (Base Case Data)	Clarifies the nature of Base Cases so that other relevant information could be included.
Transmission Provider ISO	3.1 (General)	Specifies who is the Transmission Provider in this context: the ISO is the initial point to which Interconnection Requests are directed.
The ISO will forward the deposit and a copy of the Interconnection Request to the applicable Participating TO within one (1) Business Day of receipt.	3.1 (General)	This explicit obligation for the ISO to forward the Interconnection Request and the deposit reflects the ISO's role to coordinate the process.
Transmission Provider The Participating TO	3.1 (General)	Specifies who is the Transmission Provider in this context: the Participating TO performs the Interconnection Feasibility Study and is entitled to reimbursement of costs.
Transmission Provider the Participating TO, the ISO	3.1 (General)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO participate in the Scoping meeting.
Deleted Section	3.2 Identification	This section of the <i>pro forma</i> LGIP is deleted

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
	of Types of Interconnection Services	because it is impractical to define a "network" interconnection service in California.
<p>(a) <u>For each Interconnection Request, the ISO will direct the applicable Participating TO to perform the required Interconnection Studies and any additional studies the ISO determines to be reasonably necessary. The ISO will review the economic viability of Network Upgrades in accordance with LGIP Section 3.4.2. The ISO will coordinate with Affected System Operators in accordance with LGIP Section 3.7.</u></p> <p>(b) <u>Any applicable Participating TO will complete or cause to be completed all studies directed by the ISO within the timelines provided in this LGIP. Any studies performed by the ISO or by a third party at the direction of the ISO shall also be completed within timelines provided in this LGIP.</u></p> <p>(c) <u>Each Interconnection Customer shall pay the reasonable costs of all Interconnection Studies performed by or at the direction of the ISO or the applicable Participating TO, and any additional studies the ISO determines to be reasonably necessary in response to the Interconnection Request.</u></p>	3.2 (Roles and Responsibilities)	This new section is added to clarify the roles and responsibilities of the ISO, the Participating TO and the Interconnection Customer. The language is similar to current ISO Tariff Section 5.7.4.2 – parts (a) (b) and (c). Part (d) is <u>not</u> added because the <i>pro forma</i> LGIP does not provide for the Interconnection Customer's option to perform studies.
Energy Resource Interconnection Service <u>Interconnection Service</u>	3.2.1 ER Interconnection Service replaced by 3.3 Interconnection Service	A generic base level interconnection service better describes the service that currently can be offered in California. This basic interconnection service is similar to the ER Interconnection Service described within Section 3 of the <i>pro forma</i> LGIP.
Transmission System <u>ISO Controlled Grid</u>	3.2.4 replaced by 3.3.1 (The Product)	The basic level of interconnection is to the ISO Controlled Grid. (However, this basic level does not ensure the ability to deliver power <u>throughout</u> the ISO Controlled Grid.) The ISO controlled grid is comprised of the multiple transmission systems

LGIP Matrix of Changes

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		made available by each respective participating TO.
existing firm or non-firm <u>available</u>	3.2.4 replaced by 3.3.1 (The Product)	"available capacity of the ISO Controlled Grid" more accurately reflects the jargon used by market participants in California.
The Interconnection sStudies consists of short circuit ...	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	The plural form reflects that multiple interconnection studies will be conducted, such as the Feasibility, System Impact, Facility and Optional Studies, along with the addition of a Deliverability Assessment.
but are not limited to, ...	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This language is meant to include other studies that the Participating TO might undertake, with ISO concurrence, to assure the safe and reliable interconnection of the Large Generating Facility.
The <u>Interconnection Studies</u> will <u>include</u> short circuit/fault duty, <u>steady state and stability</u> analyses and will is-would identify direct Interconnection Facilities required and the <u>required Reliability</u> Network Upgrades necessary to address short circuit, <u>overload and stability</u> issues associated with the <u>requested Interconnection Facilities Service</u> .	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This language specifies the nature of the studies that are necessary to identify one of the two defined types of Network Upgrades which have already been established under the ISO Tariff. These Reliability Network Upgrades are required to protect system reliability.
The stability and steady-state Interconnection sStudies would <u>will also</u> identify necessary <u>Delivery Network uUpgrades</u> to allow full output of the proposed Large Generating Facility ...	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This language differentiates the two defined types of Network Upgrades which have already been established under the ISO Tariff. This differentiation is significant because Reliability Network Upgrades are required to protect system reliability while Delivery Network Upgrades remain optional under this LGIP.
<u>under a variety of system conditions</u>	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This phrase properly characterizes the contingencies that are analyzed in the technical interconnection studies.
would also identify	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This is an editorial improvement.
at the time the study is performed <u>under a variety of potential system conditions</u>	3.2.4 The Study replaced by 3.3.2 The Interconnection Studies	This phrase properly characterizes the contingencies that are analyzed in the technical interconnection studies.
without requiring additional the <u>Delivery Network Upgrades</u> .	3.2.4 The Study replaced by 3.3.2 The	Some Network Upgrades – for example, Delivery Network Upgrades – are not currently required in California. The Deliverability Assessment will

LGIP Matrix of Changes

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	<p><u>Interconnection Studies</u> <u>3.2.2 NR Interconnection Service replaced by 3.3.3 Deliverability Assessment</u></p>	<p>identify but not require such additional Network Upgrades.</p> <p>The California Public Utilities Commission (CPUC) is considering but has not yet acted upon a resource adequacy obligation for utilities. Without such an obligation, the concept of NR Interconnection Service has no meaning in California. The Deliverability Assessment described within this section is the closest practical substitute to the NR Interconnection Service concept in the <i>pro forma</i> LGIP, and its addition to this LGIP anticipates and may complement possible action by the CPUC to impose a resource adequacy requirement. This Assessment provides the Interconnection Customer with useful information on the deliverability of a facility and the optional upgrades necessary for deliverability during the specific "on-peak" case.</p>
<p>The Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which the Transmission Provider integrates its Generating Facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all other Network Resources. NR Interconnection Service Allows the Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis as all other existing Network Resources interconnected to the</p>	<p><u>3.2.2.1 replaced by 3.3.3.1 (The Product)</u></p>	<p>Describes the Deliverability Assessment (See above item for explanation)</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p>Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur.</p> <p><u>A Deliverability Assessment will be performed which shall determine the Interconnection Customer's Large Generating Facility's ability to deliver its energy to the ISO Controlled Grid under peak load conditions. The Deliverability Assessment will provide the Interconnection Customer with information as to the level of deliverability without Network Upgrades, and the Deliverability Assessment will provide the Interconnection Customer with information as to the required Network Upgrades to enable the Interconnection Customer 's Large Generating Facility the ability to deliver the full output of the proposed Large Generating Facility to the ISO Controlled Grid based on specified study assumptions.</u></p> <p><u>Thus, the Deliverability Assessment results will provide the Interconnection Customer two (2) data points on the scale of deliverability: 1) a deliverability level with no Network Upgrades, and 2) the required Network Upgrades to support 100% deliverability.</u></p> <p><u>Deliverability of a new resource will be assessed on the same basis as all other existing resources interconnected to the ISO Controlled Grid.</u></p>		
<p>The <u>Assessment Study</u></p>	<p>3.2.2.2 replaced by 3.3.3.2 (The Assessment)</p>	<p>The Deliverability Assessment is essentially the same study as the study for NR Interconnection Service that is described in the <i>pro forma</i> LGIP.</p>
<p>Interconnection Deliverability Assessment study for NR Interconnection Service shall assure that will identify the</p>	<p>3.2.2.2 replaced by 3.3.3.2 (The Assessment)</p>	<p>(See above item for explanation)</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>facilities that are required to enable the Interconnection Customer's Large Generating Facility ...</u></p>		
<p>to meets the requirements for NR Interconnection Service deliverability and as a general matter, that such Large Generating Facility's interconnection is also studied with the Transmission Provider's Transmission System ISO Controlled Grid at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on the Transmission Provider's Transmission System ISO Controlled Grid, consistent with the Transmission Provider's ISO's reliability criteria and procedures.</p>	<p>3.2.2.2 replaced by 3.3.3.2 (The Assessment)</p>	<p>Editorial improvement; The requirements for deliverability described in the previous section are similar to NR Interconnection Service. Such deliverability requirements are studied upon the ISO Controlled Grid -- not just the Participating TO's transmission system -- and must be consistent with the ISO's reliability standards.</p>
<p>This approach assumes that some portion of existing Network Resources are that are designated as deliverable is displaced by the output of the Interconnection Customer's Large Generating Facility. NR Interconnection Service This Deliverability Assessment in and of itself does not convey any transmission service.</p>	<p>3.2.2.2 replaced by 3.3.3.2 (The Assessment)</p>	<p>There are no existing Network Resources in California. With this Deliverability Assessment, the ISO will be able to designate existing facilities that qualify as deliverable.</p>
<p>New Section</p>	<p>3.4 Network Upgrades</p>	<p>New section added to implement the pricing policy approved by the ISO Governing Board on Dec. 4, 2003.</p>
<p><u>Unless the Participating TO elects to fund the capital for Reliability and Delivery Network Upgrades, subject to the economic test in LGIP Section 3.4.2, they shall be solely funded by the Interconnection Customer.</u></p>	<p>3.4.1 Initial Funding</p>	<p>This language asserts that initial funding for Network Upgrades should come from the Interconnection Customer. This language also references the ISO Tariff to allow for specific circumstances where the Participating TO might fund certain Network Upgrades.</p>
<p><u>The ISO will review the economic viability of Network Upgrades where the estimated cost of such upgrades exceeds the lesser of \$20 million in costs or \$200,000</u></p>	<p>3.4.2 Economic Test for Network Upgrades</p>	<p>Implements the economic test to be performed by the ISO on Network Upgrades with significant costs. To protect ratepayers from paying for egregiously expensive projects, the ISO will compare the costs and benefits of Network</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>per MW of installed capacity. An economic test will be performed to determine whether the overall benefits of the Network Upgrades meet or exceed their costs. As part of the Interconnection Studies, the ISO will work with the Interconnection Customer and the Participating TO to determine the appropriate costs and benefits to be included in the ISO's economic test.</u></p>		<p>Upgrades, and refunds would be allowed only for those projects with economic value.</p>
<p><u>Upon the Commercial Operation Date, the Interconnection Customer shall be entitled to a refund for the cost of Network Upgrades, other than the amount by which the cost of those Network Upgrades is in excess of the benefits of those Network Upgrades, as determined by the economic test performed pursuant to LGIP Section 3.4.2. Such amount shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the Commercial Operation Date; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years of the Commercial Operation Date. Any refund shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(ii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a refund of such payment. The Interconnection Customer may assign such refund rights to any person.</u></p>	<p><u>3.4.3 Refund of Amounts Advanced for Network Upgrades</u></p>	<p>Similar to language in Section 11.4.1 of the <i>pro forma</i> LGIA. Implements refund policy, allows for alternative payment schedules, allows for the Interconnection Customer to receive FTRs instead of direct payments, and provides for cases where Network Upgrades are funded but no refunds are granted until commercial operation commences</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>Instead of direct payments, the Interconnection Customer may elect, to receive Firm Transmission Rights (FTRs) in accordance with the ISO Tariff associated with the Network Upgrades that were funded by the Interconnection Customer, to the extent such FTRs or alternative rights are available under the ISO Tariff at the time of the election. Such FTRs would take effect upon the Commercial Operation Date of the Large Generating Facility in accordance with the LGIA.</u></p> <p><u>The Interconnection Customer may elect to receive FTRs associated with any Network Upgrades that are funded by the Interconnection Customer but not eligible for refund payments, to the extent such FTRs or alternative rights are available under the ISO Tariff.</u></p>		
<p><u>The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected Participating TO(s), as applicable. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected Participating TO(s) as well as the payment of refunds by the owner of the Affected System and/or other affected Participating TO(s). If the affected entity is another Participating TO, the initial form of agreement will be the LGIA, as appropriately modified.</u></p> <p><u>Refunds are to be paid without regard to whether the Interconnection Customer</u></p>	<p><u>3.4.4 Special Provisions for Affected Systems</u></p>	<p>Similar to language in Section 11.4.2 of the <i>pro forma</i> LGIA.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>contracts for transmission service on the Affected System. If the Interconnection Customer does not contract for transmission service, and in the absence of another mutually agreeable payment schedule, refunds shall be established at a level equal to the Affected System's rate for firm point-to-point transmission service multiplied by the output of the Large Generating Facility assumed in the Interconnection Facilities Study. All refunds must be paid within five years of the Commercial Operation Date.</u></p>		
Renumbered Section	3.3 replaced by 3.5 (Valid Interconnection Request)	Renumbered section
To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a \$10,000 deposit, (ii) a completed application in the form of <u>LGIP Appendix 1</u> ,	3.3 replaced by 3.5 (Valid Interconnection Request)	This language specifies that the referenced Appendix is part of this LGIP.
Such deposits shall <u>may</u> be applied toward any Interconnection Studies pursuant to the Interconnection Request	3.3.4 replaced by 3.5.1 (Initiating an Interconnection Request)	The Interconnection Customer is provided an option to use the deposit toward the cost of performing the Interconnection Studies.
If Interconnection Customer demonstrates Site Control within the cure period specified in <u>LGIP Section 3.35.3</u> after submitting its Interconnection Request,	3.3.4 replaced by 3.5.1 (Initiating an Interconnection Request)	This language specifies that the referenced Section is part of this LGIP.
The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for the Transmission Provider's <u>ISO's</u> expansion planning period) not to exceed seven years from the date the Interconnection Request is received by the Transmission Provider <u>ISO, ...</u>	3.3.4 replaced by 3.5.1 (Initiating an Interconnection Request)	Specifies who is the Transmission Provider in this context: the ISO's planning period is the most appropriate for the purposes described in this language.
The In-Service Date may	3.3.4 replaced by	ISO receives the Interconnection Request. For

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p>succeed the date the Interconnection Request is received by the Transmission Provider <u>ISO</u> by a period up to ten years, or longer where the Interconnection Customer, the <u>applicable Participating TO</u> and the Transmission Provider <u>ISO</u> agree, such agreement not to be unreasonably withheld.</p>	<p><u>3.5.1</u> (Initiating an Interconnection Request)</p>	<p>the purposes of extending the In-Service Date, the Participating TO and the ISO and the Interconnection Customer must agree.</p>
<p>Transmission Provider <u>The ISO</u> shall acknowledge receipt of the Interconnection Request within five (5) <u>six (6)</u> Business Days of receipt of the request</p>	<p>3.3.2 replaced by <u>3.5.2</u> (Acknowledgment of Interconnection Request)</p>	<p>As the initial receiver and independent coordinator of the Interconnection Request, the ISO shall communicate receipt acknowledgement. One day is added to reflect time to forward the Interconnection Request to the Participating TO.</p>
<p>An Interconnection Request will not be considered to be a valid request until all items in <u>LGIP</u> Section 3.3.1 have been received by the Transmission Provider <u>ISO</u> and are deemed complete by the <u>applicable Participating TO</u> and the ISO.</p>	<p>3.3.3 replaced by <u>3.5.3</u> (Deficiencies in Interconnection Request)</p>	<p>Specifies who is the Transmission Provider in this context: The ISO and the Participating TO together will determine completeness of Interconnection Request.</p>
<p>If an Interconnection Request fails to meet the requirements set forth in Section 3.35.1, the Transmission Provider <u>ISO</u> shall notify the Interconnection Customer within five (5) <u>six (6)</u> Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request.</p>	<p>3.3.3 replaced by <u>3.5.3</u> (Deficiencies in Interconnection Request)</p>	<p>As the initial receiver and independent coordinator of the Interconnection Request, the ISO shall communicate receipt acknowledgement. One day added to reflect time to forward the Interconnection Request to the Participating TO.</p>
<p>Interconnection Customer shall provide the Transmission Provider <u>ISO</u> the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.5.3 shall be treated in accordance with Section 3.68.</p>	<p>3.3.3 replaced by <u>3.5.3</u> (Deficiencies in Interconnection Request)</p>	<p>Specifies who is the Transmission Provider in this context: the ISO is the independent coordinator of the process and collects the additional requested information.</p> <p>“Section 3.8” reflects the properly renumbered “withdrawal” section.</p>
<p>Within ten (10) Business Days after receipt of a valid Interconnection Request, Transmission Provider <u>the applicable Participating TO</u>, in</p>	<p>3.3.4 replaced by <u>3.5.4</u> (Scoping Meeting)</p>	<p>Specifies who is the Transmission Provider in this context: the Participating TO will be the primary organization performing the Feasibility Study as it interconnects to the Participating TO’s portion of the ISO Controlled Grid. The ISO will be involved</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>coordination with the ISO</u>		as required. This reflects the joint efforts of the ISO and Participating TO's.
Transmission Provider <u>The Participating TO, the ISO and Interconnection Customer will bring to the meeting such technical data, including, ...</u>	3.3.4 replaced by 3.5.4 (Scoping Meeting)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO. This clarifies all Parties involved in the Scoping Meeting shall provide applicable information. This reflects the joint efforts of the ISO and Participating TO's.
Transmission Provider <u>The Participating TO, the ISO and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting</u>	3.3.4 replaced by 3.5.4 (Scoping Meeting)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO. This clarifies all Parties involved in the Scoping Meeting shall provide applicable information. This reflects the joint efforts of the ISO and Participating TO's.
<u>The Participating TO shall prepare minutes from the meeting, verified by the Interconnection Customer and the ISO, that will include, at a minimum, discussions of what the Participating TO and the ISO expect the results of the Interconnection Feasibility Study will be.</u>	3.3.4 replaced by 3.5.4 (Scoping Meeting)	Added to insure that Scoping Meeting information is captured and study results or expectations are formulated. This reflects the joint efforts of the ISO and Participating TO's.
The Transmission Provider <u>The ISO will maintain on its OASIS the ISO Home Page a list of all Interconnection Requests.</u>	3.4 OASIS replaced by 3.6 Internet Posting	The ISO will continue to manage and post the Interconnection Queue on its public website.
(vi) the type of Interconnection Service being requested; and (vii)	3.4 OASIS replaced by 3.6 Internet Posting	The Interconnection Customer does not choose Energy or Network Interconnection Service in this LGIP.
(viii) (ix)	3.4 OASIS replaced by 3.6 Internet Posting	Renumbered sub-items.
The list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the Transmission Provider Participating TO file an unexecuted LGIA with FERC.	3.4 OASIS replaced by 3.6 Internet Posting	Specifies who is the Transmission Provider in this context: the Participating TO is the entity that files the LGIA.
The Transmission Provider <u>ISO shall post to its OASIS site the ISO Home Page any deviations from the study timelines set forth herein.</u>	3.4 OASIS replaced by 3.6 Internet Posting	The ISO will continue to manage and post the Interconnection Queue on its public website.
Interconnection Study reports	3.4 OASIS	The ISO will continue to manage and post the

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p>and Optional Interconnection Study reports shall be posted to the Transmission Provider's OASIS site <u>ISO Home Page</u> subsequent to the meeting between among the Interconnection Customer, and the Transmission Provider <u>Participating TO and the ISO</u> to discuss the applicable study results.</p>	<p>replaced by 3.6 Internet Posting</p>	<p>Interconnection Queue on its public website.</p> <p>Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO will be involved in meetings to provide applicable information and discuss applicable study results. This reflects the joint efforts of the ISO and Participating TO's.</p>
<p>The Transmission Provider <u>ISO</u> shall also post any known deviations in the Large Generating Facility's In-Service Date.</p>	<p>3.4 OASIS replaced by 3.6 Internet Posting</p>	<p>The ISO will continue to manage and post the Interconnection Queue on its public website.</p>
<p>The ISO will notify the <u>Affected System Operators that are potentially affected by the project proposed by the Interconnection Customer</u>. The Transmission Provider <u>ISO</u> will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators, <u>to the extent possible, and, if possible, the Participating TO</u> will include those results in its applicable Interconnection Study within the time frame specified in this LGIP.</p>	<p>3.5 replaced by 3.7 (Coordination with Affected Systems)</p>	<p>The ISO will coordinate the process with Affected Systems, and will notify Affected System Operators that may be affected by an interconnection to the ISO Controlled Grid.</p>
<p>The Transmission Provider <u>ISO</u> will include such Affected System Operators in all meetings held with the Interconnection Customer as required by this LGIP.</p>	<p>3.5 replaced by 3.7 (Coordination with Affected Systems)</p>	<p>The ISO will coordinate the process with Affected Systems, and will notify Affected System Operators that may be affected by an interconnection to the ISO Controlled Grid.</p>
<p>The Interconnection Customer will cooperate with the Transmission Provider <u>ISO</u> in all matters related to the conduct of studies and the determination of modifications to Affected Systems <u>including signing separate study agreements with Affected System owners and paying for necessary studies</u>.</p>	<p>3.5 replaced by 3.7 (Coordination with Affected Systems)</p>	<p>The change specifies who the Transmission Provider is in this context, and that the ISO will coordinate with Affected Systems.</p> <p>This change also recognizes that Affected System Operators may need to perform interconnection studies for their system.</p>
<p>An <u>entity</u> Transmission Provider which may be an Affected System shall cooperate with the Transmission Provider <u>ISO</u> with</p>	<p>3.5 replaced by 3.7 (Coordination with Affected Systems)</p>	<p>Specifies who the Transmission Provider is in this context, and reflects that an Affected System may include non-jurisdictional entities.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.		
The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to the Transmission Provider <u>ISO and the applicable Participating TO.</u>	3.6 replaced by 3.8 (Withdrawal)	Specifies who is the Transmission Provider in this context: both the ISO and Participating TO should be notified of withdrawal in writing. Both have responsibilities that are affected by a withdrawal of an Interconnection Request. This reflects the joint efforts of the ISO and Participating TO's.
In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in <u>LGIP Section 13.5 (Disputes)</u> , the Transmission Provider <u>ISO</u> shall deem the Interconnection Request to be withdrawn ...	3.6 replaced by 3.8 (Withdrawal)	Specifies who is the Transmission Provider in this context: in its role and coordinator and overseer of this interconnection process, the ISO is the entity that decides if the Interconnection Request forfeits its place in the queue and withdraws. This reflects the joint efforts of the ISO and Participating TO's.
...and shall provide written notice to the Interconnection Customer <u>within five (5) Business Days</u> of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal.	3.6 replaced by 3.8 (Withdrawal)	This specifies a time period for providing written notice.
Upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify the Transmission Provider <u>Participating TO and the ISO</u> of its intent to pursue Dispute Resolution.	3.6 replaced by 3.8 (Withdrawal)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO will be affected and both should be notified if Dispute Resolution is pursued.
Withdrawal shall result in the loss of the Interconnection Customer's Queue Position, <u>if any.</u>	3.6 replaced by 3.8 (Withdrawal)	Added to clarify that an Interconnection Customer may withdraw or be withdrawn prior to having an established Queue position.
An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to the Transmission Provider <u>Participating TO</u> all costs that the Transmission Provider <u>Participating TO</u> prudently incurs or <u>irrevocably has committed to be incurred</u> with respect to that Interconnection Request prior to the Transmission Provider <u>Participating TO's</u> receipt of	3.6 replaced by 3.8 (Withdrawal)	Specifies who is the Transmission Provider in this context: the Participating TO incurs and collects study costs. Clarifies the costs that may be incurred by the Interconnection Customer.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p>notice described above. The Interconnection Customer must pay all monies due to the Transmission Provider Participating TO before it is allowed to obtain any Interconnection Study data or results</p>		
<p>The Transmission Provider ISO shall (i) update the <u>OASIS ISO Home Page Queue Position posting</u>, and (ii) The Participating TO shall refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs that the Transmission Provider Participating TO has incurred, ...</p>	<p>3.6 replaced by 3.8 (Withdrawal)</p>	<p>The ISO will continue to manage and post the Interconnection Queue on its public website.</p> <p>Specifies who is the Transmission Provider in this context: the Participating TO manages its accounting interaction with the Interconnection Customer and reconciles payments and credits for study work performed.</p>
<p>In the event of such withdrawal, the Transmission Provider Participating TO and ISO, subject to the confidentiality provisions of <u>LGIP Section 13.1</u>, shall provide, at Interconnection Customer's request, all information that the Transmission Provider Participating TO and ISO developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.</p>	<p>3.6 replaced by 3.8 (Withdrawal)</p>	<p>Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO may have information developed from completed studies. This reflects the joint efforts of the ISO and Participating TO's.</p>
<p>The Transmission Provider ISO shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and the Interconnection Customer provides such information in accordance with <u>LGIP Section 3.3.5.3</u>, then the Transmission Provider ISO shall assign the Interconnection Customer a Queue Position ...</p>	<p>4.1 General (Queue Position)</p>	<p>This change specifies who is the Transmission Provider in this context: the ISO coordinates the queue.</p>
<p>A higher <u>queued Queue Position</u> Interconnection Request is one that has been placed "earlier" in the ISO's queue ...</p>	<p>4.1 General (Queue Position)</p>	<p>Clarifies that the Queue Position refers to Interconnection Requests in the ISO's queue.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Factors other than Queue Position will be considered in determining cost responsibility of an Interconnection Customer.</u>	4.1 General (Queue Position)	Reiterates the Commission conclusions in Order 2003 (¶144) that the studies take into account other factors (such as interconnection requests other than those under the LGIP) in order to properly determine cost responsibilities.
At Transmission Provider's <u>the ISO's option and with concurrence of the applicable Participating TO</u> , Interconnection Requests may be studied serially or in clusters ...	4.2 (Clustering)	Specifies who is the Transmission Provider in this context: the ISO will direct for clustered studies to be performed if the Participating TO agrees.
If Transmission Provider <u>the Participating TO and the ISO</u> elects to study Interconnection Requests using Clustering, ...	4.2 (Clustering)	Specifies who is the Transmission Provider in this context: the ISO and the Participating TO will agree together whether to proceed with clustered studies.
" shall be studied together without regard to the nature of the underlying Interconnection Service, whether ER Interconnection Service or NR Interconnection Service.	4.2 (Clustering)	This language deletes the names of the types of Interconnection Service which are not being used within the ISO Controlled Grid.
The <u>D</u> deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with <u>LGIP Section 7.4</u> ,	4.2 (Clustering)	Not a defined term.
Transmission Provider <u>The Participating TO and ISO</u> may <u>agree to</u> study an Interconnection Request separately ...	4.2 (Clustering)	Specifies who is the Transmission Provider in this context: the ISO and the Participating TO will agree together whether to proceed with clustered studies.
Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on the Transmission Provider's <u>OASIS ISO Home Page</u> beginning at least one hundred and eighty ...	4.2 (Clustering)	Specifies who is the Transmission Provider in this context: the ISO's website is the preferred location for public notice of queue information.
The Interconnection Customer shall submit to the Transmission Provider <u>ISO</u> , in writing, modifications to any information provided in the Interconnection Request.	4.4 (Modifications)	Specifies who is the Transmission Provider in this context: the ISO coordinates the queue and should be the central recipient of requests and information related to changes to Interconnection Requests within the queue.
<u>The ISO will forward the Interconnection Customer's modification to the applicable Participating TO within one (1) Business Day of receipt.</u>	4.4 (Modifications)	In its role as coordinator of the queue, the ISO (immediately) forwards relevant information to the applicable Participating TO.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
Notwithstanding the above, during the course of the Interconnection Studies, either the Interconnection Customer, or the Transmission Provider <u>the Participating TO, or the ISO</u> may identify changes to the planned interconnection ...	4.4 (Modifications)	Specifies who is the Transmission Provider in this context: both the Participating TO and ISO can suggest changes that improve costs and benefits of the interconnection.
To the extent the identified changes are acceptable to the Transmission Provider <u>Participating TO, the ISO,</u> and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider <u>the Participating TO and/or the ISO</u> shall modify the Point of Interconnection	4.4 (Modifications)	Specifies who is the Transmission Provider in this context: both the ISO and the Participating TO should be acceptable to modifications in the point of interconnection. Specifies who is the Transmission Provider in this context: either or both the ISO and the Participating TO, depending upon where the Interconnection Request is within the interconnection process, should modify the point of interconnection. This reflects the joint efforts of the ISO and Participating TO's.
Prior to the return of the executed Interconnection System Impact Study Agreement to the Transmission Provider <u>Participating TO,</u> ...	4.4.1 (Modifications)	Specifies who is the Transmission Provider in this context: the Participating TO receives the executed System Impact Study Agreement.
Prior to the return of the executed Interconnection Facility Study Agreement to the Transmission Provider <u>Participating TO,</u> ...	4.4.2 (Modifications)	Specifies who is the Transmission Provider in this context: the Participating TO receives the executed System Impact Study Agreement.
...Interconnection Customer may first request that the Transmission Provider <u>Participating TO and the ISO</u> evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the Transmission Provider <u>Participating TO and the ISO</u> shall evaluate ...	4.4.3 (Modifications)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO would evaluate the proposed modification. This reflects the joint efforts of the ISO and Participating TO's.
... the Transmission Provider <u>Participating TO and/or ISO</u> shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the Transmission Provider <u>Participating TO and/or ISO</u> commence such studies later than thirty ...	4.4.4 (Modifications)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO will ensure the performance of necessary additional studies. This reflects the joint efforts of the ISO and Participating TO's.
Transmission Provider <u>Participating TO</u>	5.1.1.2,	Specifies who is the Transmission Provider in this context
If an <u>LGIA agreement to interconnect a Generating Unit</u>	5.1.1.3	Clarifies that interconnection agreements other than an LGIA may be submitted to FERC prior to

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
has been submitted to the Commission FERC for approval before the effective date of the LGIP, then the <u>LGIA agreement</u> would be grandfathered.		implementation of the LGIP.
Transmission Provider Participating TO and/or the ISO	5.1.2	Specifies who is the Transmission Provider in this context.
...for which an LGIA agreement to interconnect a Generating Unit has not been submitted to the Commission FERC ...	5.1.2 (Transition Period)	Clarifies that interconnection agreements other than an LGIA may be submitted to FERC prior to implementation of the LGIP.
The use of the term "outstanding request" herein shall mean any interconnection Request , on the effective date of the LGIP: (i) that has been submitted but not yet accepted by the Transmission Provider ISO or the Participating TO ; (ii) where the related interconnection agreement has not yet been submitted to the Commission FERC for approval ... (iii) where the relevant interconnection Study Agreements have not yet been executed, or (ic) where any of the relevant interconnection Studies ...	5.1.2 (Transition Period)	Clarifies that other interconnection agreements may exist that could be affected by a transition period prior to implementation of the LGIP.
Transmission Provider Participating TO or ISO, as applicable	5.1.2	Specifies who is the Transmission Provider in this context.
Transmission Provider Participating TO	5.2	Specifies who is the Transmission Provider in this context.
If the Transmission Provider Participating TO transfers control of its Transmission System <u>portion of the ISO Controlled Grid</u> to a successor Transmission Provider Participating TO during the period when an Interconnection Request is pending, the original Transmission Provider Participating TO shall transfer to the successor <u>Participating TO</u> any amount ...	5.2 (New Transmission Provider Participating TO)	Specifies who is the Transmission Provider and in which part of the Transmission System this context is used: the Participating TO, which owns part of the ISO Controlled Grid.
Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection, as appropriate	5.2	The language in this deletion is ambiguous and the pro forma study agreements contain assignment provisions that address this issue.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Transmission Provider Participating TO</u>	5.2	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO and the ISO</u>	5.2	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO</u>	5.2	Specifies who is the Transmission Provider in this context.
<u>original Transmission Provider Participating TO</u>	5.2	Clarifies who is the Transmission Provider in this context.
<u>original Participating TO and ISO or the successor Participating TO and the ISO</u>	5.2	Clarifies who is the Transmission Provider in this context
... the Transmission Provider applicable Participating TO shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2.	6.1 (Interconnection Feasibility Study Agreement)	Specifies who is the Transmission Provider in this context: the Participating TO provides the Feasibility Study, which is separate and not attached as an Appendix to this LGIP.
Transmission Provider Participating TO	6.1, 6.3, 6.4	Specifies who is the Transmission Provider in this context.
Transmission Provider's applicable Participating TO's receipt of such designation, ...	6.1 (Interconnection Feasibility Study Agreement)	Specifies who is the Transmission Provider in this context: the Participating TO receives the Interconnection Customer's Point (s) of Interconnection.
Transmission Provider the Participating TO in coordination with the ISO shall tender to provide to the Interconnection Customer the a signed Interconnection Feasibility Study Agreement, signed by Transmission Provider, which shall includes a good faith estimate ...	6.1	Specifies who is the Transmission Provider in this context: the Participating TO develops and signs the Feasibility Study, with ISO direction and coordination. This shall include a good faith estimate of costs.
Along with an additional \$10,000 deposit no later than thirty (30) Calendar Days after its receipt.	6.1 (Interconnection Feasibility Study Agreement)	The pro forma LGIP provides for a \$10,00 deposit to be included with the Interconnection Request, and a \$10,000 deposit to be delivered with the Interconnection Feasibility Study Agreement. This clarifies that the deposit for the Interconnection Feasibility Study is in addition to the \$10,000 Interconnection Request deposit.
Interconnection Customer shall provide to the Participating TO and the ISO the technical data called for in LGIP Appendix 1, Attachment A	6.1 (Interconnection Feasibility Study Agreement)	Specifies who is the Transmission Provider in this context: both the Participating TO and the ISO will receive the technical data.
Transmission Provider Participating TO and the ISO	6.1	Specifies who is the Transmission Provider in this context.
If the Participating TO and the Interconnection Customer cannot agree that the results were	6.1	The ISO, in its role as the independent coordinator of the interconnection process, may make the determination in the case of a lack of

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>unexpected, then the ISO will make a determination that the results were either expected or unexpected.</u>		agreement between Interconnecting Participating TO and the Interconnection Customer.
<u>If it is reasonably practicable, the Interconnection Feasibility Study will include an informational assessment, as needed, of other Participating TOs' portions of the ISO Controlled Grid.</u>	6.2 (Scope of Interconnection Feasibility Study)	The scope of this preliminary analysis of the electrical impact of the Large Generating Facility spans the ISO Controlled Grid. This enables the ISO to fulfill its responsibility for making sure the cumulative Interconnection System Impact Studies take into account impacts on the entire ISO Controlled Grid.
<u>Transmission System ISO Controlled Grid</u>	6.2	The proposed language is more specific
(iii) have a pending <u>request to interconnect to an Affected System</u> ; (iv) have a pending higher queued Interconnection Request ...	6.2	Planned generation projects connecting to Affected Systems that can impact the interconnection request should be modeled.
<u>Transmission System ISO Controlled Grid</u>	6.2	The proposed language is more specific
<u>...analysis on the applicable Participating TO's portion of the ISO Controlled Grid. To the extent necessary and reasonably practicable, the Interconnection Feasibility Study will include an informational power flow analysis of the ISO Controlled Grid and will include short circuit duty results at boundaries with other Participating TOs, but will not include an estimate of costs. The Interconnection Feasibility Study will provide a list of facilities on the applicable Participating TO's portion of the ISO Controlled Grid and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.</u>	6.2 (Scope of Interconnection Feasibility Study)	<p>The scope of impact analysis spans the ISO Controlled Grid and is directed and overseen by the ISO. This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole and enables the ISO to fulfill its responsibility for making sure the cumulative Interconnection Studies take into account impacts on the entire ISO Controlled Grid.</p> <p>The development of upgrade plans and upgrade costs are best prepared by Transmission Owners. To the extent possible and reasonably practicable, the ISO promotes a "one-stop" process for Interconnection Customers to get the necessary studies and agreements performed.</p> <p>Significant impacts identified on other Participating Transmission Owner's system will trigger the need for the impacted Participating Transmission Owner to initiate separate interconnection studies.</p>
<u>In addition, the Interconnection Feasibility Study will describe what results are expected in the Interconnection System Impact Study.</u>	6.2 (Scope of Interconnection Feasibility Study)	The proposed language reflects the need to define what expected results are for use in Section 7.2
<u>Prior to performing the Interconnection Feasibility, the ISO will determine the responsibilities for the ISO and applicable Participating TO to perform the study.</u>	6.3 (Interconnection Feasibility Study Procedures)	ISO coordinates and directs responsibilities for the Interconnection Feasibility Study.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
Complete complete a draft Interconnection Feasibility Study Agreement	6.3 (Interconnection Feasibility Study Agreement)	Study will be finalized after ISO review.
<u>Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share study results for review and comment, provide the study results to any other potentially-impacted Participating TO and incorporate comments and issue a final Feasibility Study within 60 Calendar Days following receipt of the fully executed Interconnection Feasibility Study Agreement.</u>	6.3	Additional time is required for the independent review from the ISO of the Participating TO's study, and for the Participating TO to incorporate comments from the ISO, and to allow input from other potentially impacted Participating TOs.
Transmission Provider Participating TO and/or the ISO	6.3	Specifies who is the Transmission Provider in this context.
shall provide the Interconnection Customer supporting documentation, workpapers and relevant power flow <u>and</u> short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with LGIP Section 13.1	6.3 (Interconnection Feasibility Study Procedures)	Scope of Feasibility Study does not include stability analysis.
Transmission Provider the applicable Participating TO, ISO	6.3.1	Specifies who is the Transmission Provider in this context.
<u>Any other potentially-impacted Participating TO shall also be included in the meeting.</u>	6.3.1 (Meeting with Transmission Provider the Participating TO(s) and ISO)	Other potentially impacted Participating TOs should participate in the meeting to provide input regarding their system
<u>or any other effective change in information which necessitates a re-study</u>	6.4 (Re-Study)	Experience has shown that other information – such as a change to the electric system due to forced outages, significant events like earthquakes, retirement of lines, or retirement of power plants -- may trigger a re-study.
<u>along with a description of the expected results of the re-study.</u>	6.4 (Re-Study)	Need to define what expected results are for use in Sections 6.1, and 7.1 respectively.
<u>Upon receipt of such notice, the Interconnection Customer shall provide the applicable Participating TO within ten (10) Business Days either a written request that the applicable Participating TO within ten (10) Business Days either a written</u>	6.4 (Re-Study)	Interconnection Customer needs to decide to proceed with the re-study or withdraw from the study process. Customer needs to pay for the re-study.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>request that the Participating TO (i) terminate the Study and withdraw the Interconnection Request; or (ii) continue the Study. If the Interconnection Customer requests the applicable Participating TO to continue the study, the Interconnection Customer shall pay the Participating TO an additional \$10,000 deposit for the re-study along with providing written acknowledgement for the Participating TO to continue.</u></p>		
<p><u>Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share study results for review and comment, provide the study results to any other potentially-impacted Participating TO and incorporate comments and issue a final Feasibility Study within 60 Calendar Days following receipt of the fully executed Interconnection Feasibility Study Agreement.</u></p>	<p>6.4</p>	<p>Additional time is required for the independent review from the ISO of the Participating TO's study, and for the Participating TO to incorporate comments from the ISO, and to allow input from other potentially impacted Participating TOs.</p>
<p><u>If the applicable Participating TO and/or the ISO is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Interconnection Customer and the ISO and provide an estimated completion date with an explanation of the reasons why additional time is required.</u></p>	<p>6.4 (Re-Study)</p>	<p>Clarifies that the Interconnection Customer must be notified and a explanation provided with a new estimated completion date.</p>
<p><u>Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4</u></p>	<p>7.1 (Interconnection System Impact Study Agreement)</p>	<p>Study agreement should always be required.</p>
<p><u>In addition, any other potentially-impacted Participating TO in coordination with the ISO shall determine if an Interconnection System Impact Study will be required on such other Participating TO's electrical system pursuant to a separate Interconnection System Impact Study Agreement.</u></p>	<p>7.1 (Interconnection System Impact Study Agreement)</p>	<p>Impacts identified on another Participating TO's system will trigger the need for the impacted Participating TO to initiate a separate interconnection study.</p>
<p><u>Transmission Provider</u></p>	<p>7.1</p>	<p>Specifies who is the Transmission Provider in this</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Participating TO</u>		context.
Transmission Provider the Participating TO in coordination with the ISO shall tender to provide to the Interconnection Customer the a signed Interconnection Feasibility Study Agreement, signed by Transmission Provider, which shall include a good faith estimate ...	7.1	Specifies who is the Transmission Provider in this context: the Participating TO develops and signs the Feasibility Study, with ISO direction and coordination. This shall include a good faith estimate of costs.
Transmission Provider Participating TO	7.2	Specifies who is the Transmission Provider in this context.
demonstration of Site Control, and	7.2 (Execution of Interconnection System Impact Study Agreement)	There is no need for the Interconnection Customer to demonstrate site control at this point in the process because they have already demonstrated site control or paid an initial fee with their Interconnection Request. The Interconnection Customer also is required to demonstrate site control or post another deposit just prior to execution of the LGIA. Eliminating the requirement for site control in this section eliminates an ambiguity and should be to the benefit of the Interconnection Customer.
Transmission Provider ISO	7.2	Specifies who is the Transmission Provider in this context.
Transmission Provider ISO or the Participating TO	7.2	Specifies who is the Transmission Provider in this context.
If the Participating TO and the Interconnection Customer cannot agree that the results were unexpected, then the ISO will make a determination that the results were either expected or unexpected.	7.2	The ISO, in its role as the independent coordinator of the interconnection process, may make the determination in the case of a lack of agreement between Interconnecting Participating TO and the Interconnection Customer.
In addition the applicable Participating TO will perform a revised informational assessment, as needed, of other Participating TOs' portions of the ISO Controlled Grid, as directed by the ISO in consultation with the potentially impacted Participating TO.	7.3 (Interconnection System Impact Study Procedures)	<p>This clarifies that the interconnection process set forth in the LGIP relates to the ISO Controlled Grid as a whole and enables the ISO to fulfill its responsibility for making sure the cumulative Interconnection System Impact Studies take into account impacts on the entire ISO Controlled Grid.</p> <p>The development of upgrade plans and upgrade costs are best prepared by Transmission Owners. To the extent possible and reasonably practicable, the ISO promotes a "one-stop" process for Interconnection Customers to get the necessary studies and agreements performed.</p> <p>Significant impacts identified on other Participating Transmission Owner's system will trigger the need for the impacted Participating</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
		Transmission Owner to initiate separate interconnection studies.
<u>and a Deliverability Assessment as described in Section 3.3.3.</u>	7.3 (Scope of Interconnection System Impact Study)	Deliverability Assessment will be performed as part of the Interconnection System Impact Study.
<u>Prior to performing the Interconnection System Impact Study, the ISO will determine the responsibilities for the ISO and applicable Participating TO to perform the study.</u>	7.4 (Interconnection System Impact Study Procedures)	ISO coordinates and directs responsibilities for the Interconnection System Impact Study.
<u>Transmission Provider ISO</u>	7.4	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO and/or the ISO</u>	7.4	Specifies who is the Transmission Provider in this context.
<u>Complete complete a draft Interconnection System Impact Study no later than 90 Calendar Days</u>	7.4 (Interconnection System Impact Study Procedures)	Study will be finalized after ISO review.
<u>Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share results for review and comment, and incorporate comments and issue a final Interconnection System Impact Study Report within 120 days after the receipt of the Interconnection System Impact Study Agreement study payment and technical data.</u>	7.4 (Interconnection System Impact Study Procedures)	Additional time is required for the independent review from the ISO of the Participating TO's study, and for the Participating TO to incorporate comments from the ISO, and to allow input from other potentially impacted Participating TOs.
<u>Transmission Provider Participating TO and/or the ISO</u>	7.4	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO and/or the ISO</u>	7.4	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider the Participating TO and the ISO</u>	7.5	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO, the ISO</u>	7.5	Specifies who is the Transmission Provider in this context.
<u>or re-designation of the Point of Interconnection pursuant to Section 6.4 7.2</u>	7.6 (Re-Study)	Reference to Section 7.2 seems most applicable.
<u>or any other effective change in information which necessitates a re-study</u>	7.6 (Re-Study)	Experience has shown that other information – such as a change to the electric system due to forced outages, significant events like earthquakes, retirement of lines, or retirement of power plants -- may trigger a re-study.
<u>along with a description of the expected results of the re-study.</u>	7.6 (Re-Study)	Need to define what expected results are for use in Sections 6.1, and 7.1 respectively.
<u>Upon receipt of such notice, the</u>	7.6	Interconnection Customer needs to decide to

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>Interconnection Customer shall provide the applicable Participating TO within ten (10) Business Days either a written request that the applicable Participating TO within ten (10) Business Days either a written request that the Participating TO (i) terminate the Study and withdraw the Interconnection Request; or (ii) continue the Study. If the Interconnection Customer requests the applicable Participating TO to continue the study, the Interconnection Customer shall pay the Participating TO an additional \$10,000 deposit for the re-study along with providing written acknowledgement for the Participating TO to continue.</u></p>	<p>(Re-Study)</p>	<p>proceed with the re-study or withdraw from the study process. Customer needs to pay for the re-study.</p>
<p><u>Prior to issuing study results to the Interconnection Customer, the Participating TO and the ISO shall share study results for review and incorporate comments within eighty (80) Calendar Days from the date the Participating TO receives the Interconnection Customer's written acknowledgement to continue the study and payment of the additional \$10,000 deposit.</u></p>	<p>7.6 (Re-Study)</p>	<p>Additional time is required for the independent review from the ISO of the Participating TO's study, and for the Participating TO to incorporate comments from the ISO, and to allow input from other potentially impacted Participating TOs.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>The Interconnection Customer must specify the Delivery Network Upgrades identified in the Interconnection System Impact Study to be included in the Interconnection Facility Study and the economic test described in Section 3.4.2 within ten (10) Business Days of receiving the completed Interconnection System Impact Study. This selection of Delivery Network Upgrades does not preclude the Interconnection Customer from removing uneconomic Delivery Network Upgrades from the list of facilities to be installed, after receiving the results of the economic test. The ISO will complete the economic test based on Network Upgrade costs developed in the Interconnection Facilities Study and present the results of the study to the Interconnection Customer and the Participating TO during the meeting described in LGIP Section 8.4. If the ISO is unable to complete the economic test prior to that meeting, it shall notify the Interconnection Customer and the Participating TO and provide an estimated completion date with an explanation of the reasons why additional time is required.</u></p>	<p>7.7 (Network Upgrades Economic Test) (new section)</p>	<p>This language explains the logistics of performing the economic test described in Section 3.4.2.</p>
<p><u>Transmission Provider Participating TO</u></p>	<p>8.1 (Interconnection Facilities Study Agreement)</p>	<p>Specifies who is the Transmission Provider in this context.</p>
<p><u>In the form of Appendix 4 of the LGIP.</u></p>	<p>8.1 (Interconnection Facilities Study Agreement)</p>	<p>The agreement is being filed separately, not as an LGIP Appendix.</p>
<p><u>Transmission Provider Participating TO in coordination with the ISO ...</u></p>	<p>8.1 (Interconnection Facilities Study Agreement)</p>	<p>Specifies who is the Transmission Provider in this context, and the roles of Participating TO and the ISO.</p>
<p><u>...shall provide to the Interconnection Customer a signed Interconnection Facilities Study Agreement which shall</u></p>	<p>8.1 (Interconnection Facilities Study Agreement)</p>	<p>Specifies the document which includes the good faith estimate of the cost and timeframe for completing the study.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p>include a ...</p> <p><u>For studies where the estimated costs exceeds \$100,000, the Participating TO may shall invoice the Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month for the remaining balance of the estimated Interconnection Facilities Study cost.</u></p>	<p>8.1.1</p>	<p>The proposed language would provide for monthly payments in cases where the overall costs for the Interconnection Facilities Study are very large. Whichever party conducts the Interconnection Facilities Study would have the option to bill the Interconnection Customer at the greater rate.</p>
<p><u>...construction work needed on the Participating TO's electric system to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Customer's Interconnection Facilities to the Transmission System ISO Controlled Grid.</u></p>	<p>8.2 (Scope of Interconnection Facilities Study.)</p>	<p>Clarifies the terms which describe where the construction work is being done.</p>
<p><u>Prior to issuing the draft study results to the Interconnection Customer, the Participating TO and ISO shall share results for review and incorporate comments within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety one hundred twenty (90 120) Calendar Days, with no more than a +/- 20 percent cost estimate contained in the report; or one two hundred eighty ten (180 210) Calendar Days, if the Interconnection Customer requests a +/- 10 percent cost estimate.</u></p>	<p>8.3 (Interconnection Facilities Study Procedures)</p>	<p>The <i>pro forma</i> language offers the Interconnection Customer an option to seek a more precise cost estimate for the facilities to be upgraded within the Interconnection Facilities Study report. This proposed language retains this option but adds thirty days to the timeline for the Interconnection Study report for ISO review and input. ISO review should enhance the accuracy and thoroughness of the study.</p>
<p><u>Transmission Provider Participating TO</u></p>	<p>9,</p>	<p>Specifies who is the Transmission Provider in this context.</p>
<p><u>Transmission Provider Participating TO or ISO</u></p>	<p>10.1,</p>	<p>Specifies who is the Transmission Provider in this context.</p>
<p><u>Transmission Provider Participating TO or ISO, as applicable</u></p>	<p>10.1</p>	<p>Specifies who is the Transmission Provider in this context.</p>
<p><u>Transmission Provider Participating TO</u></p>	<p>10.2</p>	<p>Specifies who is the Transmission Provider in this context.</p>
<p><u>Transmission Provider</u></p>	<p>10.2</p>	<p>Specifies who is the Transmission Provider in this</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Participating TO or ISO</u>		context.
The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement.	10.3 (Optional Interconnection Study Procedures)	This section is unnecessary.
Transmission Provider Participating TO or ISO	10.3	Specifies who is the Transmission Provider in this context.
Transmission Provider Participating TO or ISO, as applicable	10.3	Specifies who is the Transmission Provider in this context.
Transmission Provider Participating TO	11.1	Specifies who is the Transmission Provider in this context.
Transmission Provider's	11.1 (Tender)	Text removed as "not necessary". Commission-approved standard form LGIA sufficient.
Transmission Provider Participating TO, and ISO, as necessary	11.2	Specifies who is the Transmission Provider in this context.
not more than thirty sixty (630) Calendar Days after tender of the completed draft final Interconnection Facilities Study Report LGIA appendices.	11.2 (Negotiation)	"Report" is not a defined term.
Within sixty ninety (690) Calendar Days thereafter after issuance of the final Interconnection Facilities Study report fails to request	11.2 (Negotiation)	Time line is revised to clarify and anchor the negotiation termination to the same event (the issuance of the final Interconnection Facilities report) as the start of negotiations for the LGIA Appendices. The beginning point for negotiations may begin as soon as the draft Interconnection Facilities Study is tendered
executed and returned the LGIA ...	11.2 (Negotiation)	Added clarification for complete execution.
Within Section 13.5 within sixty days of tender of completed draft of the LGIP Appendices ninety (90) Calendar Days after issuance of the final Interconnection Facilities Study report.	11.2 (Negotiation)	This proposed language redefines the reference points within the time line and makes the process more workable by removing ambiguity. Time line is revised to clarify and anchor the decision to execute LGIA or file unexecuted to the same event (the issuance of the final Interconnection Facilities report). Overall, there is a reduction in total duration of the LGIA process.
Transmission Provider Participating TO	11.2	Specifies who is the Transmission Provider in this context.

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Within fifteen (15) Business Days after receipt of the final LGIA At the time that the Interconnection Customer either returns the executed LGOIA or requests the filing of an unexecuted LGIA as specified below.</u>	11.3 (Execution and Filing)	Specifies the requirements for adhering to the terms of the LGIA are for both executed and unexecuted LGIAs.
<u>Transmission Provider Participating TO</u>	11.3	Specifies who is the Transmission Provider in this context.
<u>(i) execute two four originals of the tendered LGIA and return them one to the Participating TO and two to the ISO</u>	11.3 (Execution and Filing)	The LGIA is a three party agreement. The ISO requires two originals as part of its document management policies.
<u>two</u>	11.3 (Execution and Filing)	Number of originals revised; unnecessary to revise.
<u>Transmission Provider Participating TO and the ISO</u>	11.3	Specifies who is the Transmission Provider in this context.
<u>its an</u>	11.3 (Execution and Filing)	Editorial improvement
<u>Transmission Provider Participating TO or ISO</u>	11.3	Specifies who is the Transmission Provider in this context.
<u>Transmission Provider Participating TO, ISO</u>	11.4	Specifies who is the Transmission Provider in this context.
<u>both the</u>	11.4 (Commencement of Interconnection Activities)	More than two parties are involved LGIA process.
<u>The Interconnection Customer's Interconnection Facilities shall be designed, constructed, operated and maintained in accordance with the Participating TO's Interconnection Handbook.</u>	11.5 (Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook) (New Section)	This section is added to ensure that an Interconnection Customer is aware of and complies with the individual technical requirements applicable to the systems of the different Participating TOs.
<u>Transmission Provider Participating TO</u>	12.1	Specifies who is the Transmission Provider in this context.
<u>Transmission System ISO Controlled Grid</u>	12.2.1	The proposed language is more specific
<u>Transmission Provider Participating TO</u>	12.2.2	Specifies who is the Transmission Provider in this context.
<u>Transmission System Participating TO's portion of the ISO Controlled Grid</u>	12.2.2,	The proposed language is more specific
<u>Transmission Provider Participating TO</u>	12.2.2	Specifies who is the Transmission Provider in this context.
<u>in accordance with Article 11.4 of the LGIA,</u>	12.2.3	Referenced for clarity
<u>Transmission Provider</u>	12.2.3,	Specifies who is the Transmission Provider in this

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<u>Participating TO</u>		context.
<u>System Impact</u>	12.2.4	Deleted, to apply more generally
<u>, as needed,</u>	12.2.4	Added for clarity
<u>and any other generating facilities</u>	12.2.4	Added due to impact
<u>Inservice Date</u>	12.2.4	This is the in-service date as determined from the construction timelines as outlined in the Interconnection Facilities Study.
<p><u>If an amendment to an Interconnection Study is required, the PTO shall notify the Interconnection Customer and the ISO in writing. Upon receipt of such notice, the Interconnection Customer shall provide the ISO and the PTO within ten (10) Business Days either a written request that the PTO (i) terminate the amended study and withdraw the Interconnection Customer's Interconnection Request or (ii) continue with the amended study. If the Interconnection Customer requests the PTO to continue with the amended study, the Interconnection Customer shall pay the PTO an additional \$10,000 deposit for the amended study along with written acknowledgement for the PTO to continue. Such amended study shall take no longer than sixty (60) Calendar Days from the date the PTO receives the Interconnection Customer's written acknowledgement to continue the study and payment of the additional \$10,000 deposit. Prior to issuing study results to the Interconnection Customer, the PTO and ISO shall share study results for review and comment, and incorporate comments and issue a final study within 80 Calendar Days from the date of the Interconnection Customer's written acknowledgement to continue the study and payment of the additional \$10,000 deposit. If the PTO is unable to complete the amended Interconnection Study</u></p>	12.2.4	<p>Additional text added to place requirements and bounds for amended studies.</p> <p>This language is necessary for operational studies prior to execution of the LGIA, which allow the Participating TO to plan construction of the facilities requested by the Interconnection Customer.</p>

LGIP Matrix of Changes

Change	Section(s)	Reason for Change
<p><u>within that time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Any and all costs of the amended study shall be borne by the Interconnection Customer being re-studied.</u></p>		
<p><u>either any</u></p>	<p>13.1</p>	<p>Indicative of 3 party agreement</p>
<p><u>Parties</u></p>	<p>13.1</p>	<p>Indicative of 3 party agreement</p>
<p><u>The confidentiality provisions of the LGIP are limited to information provided pursuant to this LGIP.</u></p>	<p>13.1 (Confidentiality)</p>	<p>This language is necessary to distinguish between information provided in accordance with the LGIP and information provided pursuant to the remainder of the ISO Tariff.</p>
<p><u>All disputes arising out of or in connection with this LGIP whereby relief is sought by or from the ISO shall be settled in accordance with the ISO ADR Procedures. Disputes arising out of or in connection with this LGIP not subject to the ISO ADR Procedures shall be resolved as follows:</u></p>	<p>13.5 (Disputes)</p>	<p>All disputes involving the ISO that arise under the ISO Tariff should be subject to the same procedures. Article 13 of the ISO Tariff already contains the ISO ADR Procedures. Disputes between the Participating TO and the Interconnection Customer under the LGIP may proceed in accordance with the pro forma dispute resolution procedures.</p>