Attachment A – Clean Tariff

Tariff Amendment – Interconnection Process Enhancements – Phase 2

California Independent System Operator Corporation

January 26, 2023
Appendix DD

6.7.4 Commercial Viability Criteria for Retention of Deliverability beyond Seven Years in Queue

The CAISO’s agreement to modifications requested by the Interconnection Customer pursuant to Section 6.7.2.3 for a Generating Facility with a Commercial Operation Date that has exceeded or will exceed seven (7) years from the date the Interconnection Request is received by the CAISO with retention of TP Deliverability will be predicated upon the Interconnection Customer’s ability to meet and maintain the following commercial viability criteria:

a) Providing proof of having, at a minimum, applied for the necessary governmental permits or authorizations, and that the permitting authority has deemed such documentation as data adequate for the authority to initiate its review process;

b) Providing proof of having an executed power purchase agreement. Power purchase agreements must have the point of interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and GIA;

c) Demonstrating Site Exclusivity for 100% of the property necessary to construct the facility through the Commercial Operation Date requested in the modification request. A Site Exclusivity Deposit does not satisfy this criterion;

d) Having an executed Generator Interconnection Agreement (“GIA”); and

e) Being in good standing with the GIA such that neither the Participating TO nor the CAISO has provided a Notice of Breach that has not been cured and the Interconnection Customer has not commenced sufficient curative actions.

Interconnection Customers that satisfied these commercial viability criteria before November 27, 2018 on the basis of balance-sheet or binding financing may continue to do so in their annual review. The CAISO’s agreement to an extension of the proposed Commercial Operation Date does not relieve the Interconnection Customer from compliance with the requirements of any of the criteria in Section 8.9.3 to retain TP Deliverability. The CAISO will not consider the addition of energy storage; changes to the type, number, or manufacturer of inverters; or insubstantial changes to the Generating Facility as modifications under this Section. Interconnection Customers may request such modifications pursuant to this GIDAP.

If the Interconnection Customer fails to meet all of the commercial viability criteria but informs the CAISO that it intends to proceed with the modified Commercial Operation Date, the Generating Facility’s Deliverability Status will become Energy Only Deliverability Status. Interconnection Customers that become Energy Only for failure to meet these criteria may not reduce their cost responsibility or Interconnection Financial Security for any assigned Delivery Network Upgrades as a result of converting to Energy Only unless the CAISO and Participating TO(s) determine that the Interconnection Customer’s assigned Delivery Network Upgrade(s) is no longer needed for current Interconnection Customers.
If an Interconnection Customer satisfies all the commercial viability criteria except criterion (b), the CAISO will postpone converting the Generating Facility to Energy-Only Deliverability Status for one year from the day the Interconnection Customer submits the modification request, or eight years after the CAISO received the Interconnection Request, whichever occurs later. Interconnection Customers exercising this provision must continue to meet all other commercial viability criteria.

If an Interconnection Customer has declared Commercial Operation for a portion of a Generating Facility, or one or more Phases of a Phased Generating Facility, the CAISO will not convert to Energy-Only the portion of the Generating Facility that is in service and operating in the CAISO markets. Instead, the portion of the Generating Facility that has not been developed will be converted to Energy-Only Deliverability Status, resulting in Partial Capacity Deliverability Status for the Generating Facility. However, where the Generating Facility has multiple Resource IDs for the Generating Facility, each Resource ID will have its own Deliverability Status independent from the Generating Facility. Any individual Resource ID may have Full Capacity Deliverability Status where the Generating Facility as a whole would have Partial Capacity Deliverability Status. If the Generating Facility downsizes to the amount in service and operating in the CAISO markets, it will revert to Full Capacity Deliverability Status.

Interconnection Customers in Queue Cluster 7 and beyond whose Phase II Interconnection Study reports require a timeline beyond the seven-year threshold are exempt from the commercial viability criteria in this section provided that they modify their Commercial Operation Dates within six (6) months of the CAISO’s publishing the Phase II Interconnection Study report. This exemption is inapplicable to report addenda or revisions required by a request from an Interconnection Customer for any reason.

6.7.4.1 Annual Review

For Interconnection Customers extending their Commercial Operation Date beyond the seven-year threshold and retaining their TP Deliverability pursuant to Section 6.7.4, the CAISO will perform an annual review of commercial viability. If any Interconnection Customer fails to maintain its level of commercial viability, the Deliverability Status of the Generating Facility corresponding to the Interconnection Request will convert to Energy-Only Deliverability Status.

6.7.5 Alignment with Power Purchase Agreements

An Interconnection Customer with an executed GIA and an executed power purchase agreement may request to automatically extend the GIA Commercial Operation Date to align with its power purchase agreement for that Generating Facility, including any extension or amendment. Interconnection Customers requesting alignment must (1) provide a copy of the power purchase agreement, and (2) confirm the power purchase agreement’s standing and details in the annual TP Deliverability affidavit process. Requests to align the Commercial Operation Date with power purchase agreements are not exempt from the commercial viability criteria provisions in Section 6.7.4, where applicable.

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8.9.2 Second Component: Allocating TP Deliverability
Following the process set forth in Section 8.9.1, the CAISO will allocate any remaining TP Deliverability in the following order.

The CAISO shall allocate available TP Deliverability to all or a portion of the full MW capacity of the Generating Facility as specified in the Interconnection Request. Where a criterion is met by a portion of the full MW generating capacity of the Generating Facility, the eligibility score associated with that criterion shall apply to the portion that meets the criterion. The demonstration must relate to the same proposed Generating Facility as described in the Interconnection Request.

(A) To Interconnection Customers that have executed power purchase agreements, and to Interconnection Customers in the current Queue Cluster that are Load Serving Entities serving their own Load.

(B) To Interconnection Customers that are actively negotiating a power purchase agreement or on an active short list to receive a power purchase agreement.

(C) To Interconnection Customers that have achieved Commercial Operation for the capacity seeking TP Deliverability.

(D) To Interconnection Customers electing to be subject to Section 8.9.2.3.

Energy Only capacity seeking TP Deliverability may not trigger the construction of Delivery Network Upgrades pursuant to Section 6.3.2. This includes, without limitation, capacity expansions effected through modification requests and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation. The CAISO will allocate TP Deliverability to Energy Only Interconnection Customers requesting Deliverability after FCDS and PCDS Interconnection Customers within its allocation group and solely based on TP Deliverability available from existing transmission facilities, from already planned upgrades in the CAISO Transmission Planning Process, or upgrades assigned to an interconnection project that has an executed GIA and currently has a TP Deliverability allocation.

Interconnection Customers requesting Deliverability for Energy Only capacity must submit to the CAISO a $60,000 study deposit for each Interconnection Request seeking TP Deliverability. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The funds will be applied to pay for prudent costs incurred by the CAISO, the Participating TO(s), and/or third parties at the direction of the CAISO or applicable Participating TO(s), as applicable, to perform and administer the TP Deliverability studies for the Energy Only Interconnection Customers. Any and all costs of the Energy Only TP Deliverability study will be borne by the Interconnection Customer. The CAISO will coordinate the study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any work within seventy-five (75) calendar days of completion of the study, and, within thirty (30) days thereafter, the CAISO will issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO's own costs for the study. If the actual costs of the study are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer will pay the balance within thirty (30) days of being invoiced.

Beginning with new awards in the 2023-2024 TP Deliverability allocation cycle, for an Interconnection Customer seeking to receive or retain TP Deliverability to represent that it has, is negotiating, or is shortlisted for a power purchase agreement under this GIDAP, the agreement must meet the following criteria:
(1) the agreement has a term of no less than five (5) years. Interconnection Customers with multiple, short-term agreements for the same capacity may meet this criterion where the combined terms are five (5) years or more; and

(2) the counterparty must:

(a) be a Load Serving Entity procuring the capacity to meet its own Resource Adequacy obligation; or

(b) demonstrate it has a contract to provide the capacity for at least one (1) year to a Load Serving Entity for a Resource Adequacy obligation.

Interconnection Customers may seek a TP Deliverability allocation under Groups A or B if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving a TP Deliverability allocation, they must demonstrate they meet the counterparty criterion or provide a deposit of $10,000 per MW of allocated TP Deliverability, but in no case less than $500,000. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The CAISO will refund the deposit when the Generating Facility begins Commercial Operation or meets the counterparty criterion, whichever is earlier. To the extent the Interconnection Customer withdraws, is deemed withdrawn, converts to Energy Only, or otherwise downsizes or eliminates the capacity allocated TP Deliverability, the deposit or commensurate portion thereof will be non-refundable, and the CAISO will process it and any accrued interest pursuant to Section 7.6.

Interconnection Customers that received and retained TP Deliverability allocations before the 2023-2024 cycle are not subject to the minimum term or counterparty requirements for those allocations, including under Section 6.7.4 and this Section 8.9. If they re-seek TP Deliverability for any reason during or after the 2023-2024 cycle, they would be subject to these requirements in seeking a new allocation or retaining a new allocation.

For all TP Deliverability allocations based upon having, negotiating, or being shortlisted for power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability. Load Serving Entities acting as Interconnection Customers are otherwise eligible for all other attestations.

Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO’s generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer’s refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.

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14.4 Special Provisions for Affected Systems, Other Affected PTOs
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). If the affected entity is another Participating TO, the initial form of agreement will be the GIA, as appropriately modified.

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14.5 CAISO as an Affected System

An interconnection customer in Balancing Authority Areas that may affect the reliability of the CAISO Controlled Grid will execute the CAISO as an Affected System Study Agreement, Appendix B.23 to the CAISO Tariff, to allow the CAISO and affected Participating TO(s) to study the impact of the interconnection. The agreement will specify the terms governing the study. In performing the study, the CAISO and Participating TO will use the Base Case effective upon execution of the Affected System Study Agreement.

14.5.1 Cost Allocation and Interconnection Financial Security

Affected system studies will list separate cost estimates for facilities and Network Upgrades required in the CAISO Balancing Authority Area. These separate sums may be adjusted over time based on actual costs incurred. The interconnection customer will post financial security with the impacted Participating TO(s) for facilities and Network Upgrades. The interconnection customer will be eligible for repayment of amounts advanced for Network Upgrades consistent with Section 14.3.2.1 for Interconnection Customers in Queue Cluster 6 and later.

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Section 16. Cluster 14 Unique Procedures

The CAISO tariff and the GIDAP will apply to Queue Cluster 14 with the following exceptions:

16.1 Study Procedures and Timelines

a) The CAISO will validate Cluster 14 Interconnection Requests by September 26, 2021. Interconnection Requests with deficiencies after that date will be deemed invalid and will not be included in Cluster 14.

b) GIDAP provisions stating when the CAISO and Participating TOs must initiate Interconnection Studies will not apply.

c) The CAISO will publish Phase I Interconnection Studies no later than September 15, 2022. The Phase I Interconnection Study will not include system-level stability analyses.

d) Interconnection Customers may submit, in writing, additional comments on the final Phase I Interconnection Study report up to (5) Business Days following the Results Meeting. Based on any discussion at the Results Meeting and any comments received, the CAISO (in consultation
with the applicable Participating TO(s)) will determine, in accordance with Section 6.8, whether it is necessary to follow the final Phase I Interconnection Study report with a revised study report or an addendum. The CAISO will issue any such revised report or addendum to the Interconnection Customer no later than thirty (30) calendar days following the Results Meeting.

e) No later than the earlier of (1) ninety (90) days after the publication of the Phase I Interconnection Study or (2) January 13, 2023, Interconnection Customers must (1) submit an updated, valid dynamic model to the CAISO, and (2) post their initial Interconnection Financial Security.

f) The CAISO will publish Phase II Interconnection Studies no later than November 24, 2023.

g) Phase I and Phase II Interconnection Study Results meetings will occur with ninety (90) days of publication.

h) The CAISO will publish the results of the TP Deliverability allocation process no later than March 23, 2024.

i) Interconnection Customers must post their second Interconnection Financial Security no later than May 4, 2024.

j) Unless the CAISO issues a Market Notice stating otherwise, the CAISO will not open the Queue Cluster 15 Cluster Application Window in 2022. The CAISO will open the Queue Cluster 15 Cluster Application Window in 2023 pursuant to Section 3.3.

k) Deadlines related to Interconnection Customers that elect to park their Interconnection Requests will be extended consistent with this Section, including for Interconnection Financial Security postings.

l) If an Interconnection Customer withdraws after posting its initial Interconnection Financial Security but before demonstrating Site Exclusivity, its Site Exclusivity Deposit will not be refunded, and will be processed with non-refundable funds described in Section 7.6.

m) On or before their initial Interconnection Financial Security posting, Interconnection Customers proposing to use third-party Interconnection Facilities must provide documentation to the CAISO demonstrating they are negotiating or have secured rights on those Interconnection Facilities. On or before their second Interconnection Financial Security posting, such Interconnection Customers must provide documentation to the CAISO demonstrating they have secured rights on those Interconnection Facilities through their Commercial Operation Date.

The CAISO and Participating TOs will use Reasonable Efforts to meet all deadlines in the GIDAP and this Section 16, and may publish study results early or otherwise accelerate the interconnection process where possible. The CAISO will publish Interconnection Studies simultaneously for all the Participating TOs.
2.6 **Network Upgrades Agreement.** If the CAISO determines that network upgrades are required to mitigate the Generation Project Owner’s interconnection, the Parties will negotiate and enter into a separate agreement that sets forth the provisions for the construction timeline and estimated costs provisions for those network upgrades. A modified version of Appendix EE to the CAISO Tariff (“LGIA”) will serve as the template for this separate agreement.

2.7 **Repayment of Network Upgrades.** The interconnection customer will be eligible for repayment of amounts advanced for Network Upgrades consistent with Section 14.3.2 for Interconnection Customers in Queue Cluster 6 and later. To the extent that such repayment does not cover all of the costs of Generation Project Owner’s Network Upgrades, the Generation Project Owner will be eligible to receive Merchant Transmission Congestion Revenue Rights in accordance with CAISO Tariff Section 36.11 associated with those Network Upgrades, or portions thereof that were funded by the Generation Project Owner. The Participating TO will own and operate the Network Upgrades regardless of repayment eligibility.
Attachment B – Marked Tariff

Tariff Amendment – Interconnection Process Enhancements – Phase 2

California Independent System Operator Corporation

January 26, 2023
Appendix DD

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6.7.4 Commercial Viability Criteria for Retention of Deliverability beyond Seven Years in Queue

The CAISO’s agreement to modifications requested by the Interconnection Customer pursuant to Section 6.7.2.3 for a Generating Facility with a Commercial Operation Date that has exceeded or will exceed seven (7) years from the date the Interconnection Request is received by the CAISO with retention of TP Deliverability will be predicated upon the Interconnection Customer’s ability to meet and maintain the following commercial viability criteria:

a) Providing proof of having, at a minimum, applied for the necessary governmental permits or authorizations, and that the permitting authority has deemed such documentation as data adequate for the authority to initiate its review process;

b) Providing proof of having an executed and regulator approved power purchase agreement. Power purchase agreements must have the point of interconnection, capacity, fuel type, technology, and site location in common with the Interconnection Customer and GIA;

c) Demonstrating Site Exclusivity for 100% of the property necessary to construct the facility through the Commercial Operation Date requested in the modification request. A Site Exclusivity Deposit does not satisfy this criterion;

d) Having an executed Generator Interconnection Agreement (“GIA”); and

e) Being in good standing with the GIA such that neither the Participating TO nor the CAISO has provided a Notice of Breach that has not been cured and the Interconnection Customer has not commenced sufficient curative actions.

Interconnection Customers that satisfied these commercial viability criteria before November 27, 2018 on the basis of balance-sheet or binding financing may continue to do so in their annual review. The CAISO’s agreement to an extension of the proposed Commercial Operation Date does not relieve the Interconnection Customer from compliance with the requirements of any of the criteria in Section 8.9.3 to retain TP Deliverability. The CAISO will not consider the addition of energy storage; changes to the type, number, or manufacturer of inverters; or insubstantial changes to the Generating Facility as modifications under this Section. Interconnection Customers may request such modifications pursuant to this GIDAP.

If the Interconnection Customer fails to meet all of the commercial viability criteria but informs the CAISO that it intends to proceed with the modified Commercial Operation Date, the Generating Facility’s Deliverability Status will become Energy Only Deliverability Status. Interconnection Customers that become Energy Only for failure to meet these criteria may not reduce their cost responsibility or Interconnection Financial Security for any assigned Delivery Network Upgrades as a result of converting to Energy Only unless the CAISO and Participating TO(s) determine that the Interconnection Customer’s assigned Delivery Network Upgrade(s) is no longer needed for current Interconnection Customers.
If an Interconnection Customer satisfies all the commercial viability criteria except criterion (b), the CAISO will postpone converting the Generating Facility to Energy-Only Deliverability Status for one year from the day the Interconnection Customer submits the modification request, or eight years after the CAISO received the Interconnection Request, whichever occurs later. Interconnection Customers exercising this provision must continue to meet all other commercial viability criteria.

If an Interconnection Customer has declared Commercial Operation for a portion of a Generating Facility, or one or more Phases of a Phased Generating Facility, the CAISO will not convert to Energy-Only the portion of the Generating Facility that is in service and operating in the CAISO markets. Instead, the portion of the Generating Facility that has not been developed will be converted to Energy-Only Deliverability Status, resulting in Partial Capacity Deliverability Status for the Generating Facility. However, where the Generating Facility has multiple Resource IDs for the Generating Facility, each Resource ID will have its own Deliverability Status independent from the Generating Facility. Any individual Resource ID may have Full Capacity Deliverability Status where the Generating Facility as a whole would have Partial Capacity Deliverability Status. If the Generating Facility downsizes to the amount in service and operating in the CAISO markets, it will revert to Full Capacity Deliverability Status.

Interconnection Customers in Queue Cluster 7 and beyond whose Phase II Interconnection Study reports require a timeline beyond the seven-year threshold are exempt from the commercial viability criteria in this section provided that they modify their Commercial Operation Dates within six (6) months of the CAISO’s publishing the Phase II Interconnection Study report. This exemption is inapplicable to report addenda or revisions required by a request from an Interconnection Customer for any reason.

### 6.7.4.1 Annual Review

For Interconnection Customers extending their Commercial Operation Date beyond the seven-year threshold and retaining their TP Deliverability pursuant to Section 6.7.4, the CAISO will perform an annual review of commercial viability. If any Interconnection Customer fails to maintain its level of commercial viability, the Deliverability Status of the Generating Facility corresponding to the Interconnection Request will convert to Energy-Only Deliverability Status.

### 6.7.5 Alignment with Power Purchase Agreements

An Interconnection Customer with an executed GIA and an executed, regulator-approved power purchase agreement may request to automatically extend the GIA Commercial Operation Date to align with its power purchase agreement for that Generating Facility, including any extension or amendment. Interconnection Customers requesting alignment must (1) provide a copy of the power purchase agreement and evidence of regulatory approval, and (2) confirm the power purchase agreement’s standing and details in the annual TP Deliverability affidavit process. Requests to align the Commercial Operation Date with power purchase agreements are not exempt from the commercial viability criteria provisions in Section 6.7.4, where applicable.

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### 8.9.2 Second Component: Allocating TP Deliverability
Following the process set forth in Section 8.9.1, the CAISO will allocate any remaining TP Deliverability in the following order.

The CAISO shall allocate available TP Deliverability to all or a portion of the full MW capacity of the Generating Facility as specified in the Interconnection Request. Where a criterion is met by a portion of the full MW generating capacity of the Generating Facility, the eligibility score associated with that criterion shall apply to the portion that meets the criterion. The demonstration must relate to the same proposed Generating Facility as described in the Interconnection Request.

(A) To Interconnection Customers that have executed power purchase agreements, and to Interconnection Customers in the current Queue Cluster that are Load Serving Entities serving their own Load.

(B) To Interconnection Customers that are actively negotiating a power purchase agreement or on an active short list to receive a power purchase agreement.

(C) To Interconnection Customers that have achieved Commercial Operation for the capacity seeking TP Deliverability.

(D) To Interconnection Customers electing to be subject to Section 8.9.2.3.

Energy Only capacity seeking TP Deliverability may not trigger the construction of Delivery Network Upgrades pursuant to Section 6.3.2. This includes, without limitation, capacity expansions effected through modification requests and capacity converted to Energy Only after failing to receive or retain a TP Deliverability allocation. The CAISO will allocate TP Deliverability to Energy Only Interconnection Customers requesting Deliverability after FCDS and PCDS Interconnection Customers within its allocation group and solely based on TP Deliverability available from existing transmission facilities, from already planned upgrades in the CAISO Transmission Planning Process, or upgrades assigned to an interconnection project that has an executed GIA and currently has a TP Deliverability allocation.

Interconnection Customers requesting Deliverability for Energy Only capacity must submit to the CAISO a $60,000 study deposit for each Interconnection Request seeking TP Deliverability. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The funds will be applied to pay for prudent costs incurred by the CAISO, the Participating TO(s), and/or third parties at the direction of the CAISO or applicable Participating TO(s), as applicable, to perform and administer the TP Deliverability studies for the Energy Only Interconnection Customers. Any and all costs of the Energy Only TP Deliverability study will be borne by the Interconnection Customer. The CAISO will coordinate the study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any work within seventy-five (75) calendar days of completion of the study, and, within thirty (30) days thereafter, the CAISO will issue an invoice or refund to the Interconnection Customer, as applicable, based upon such submitted Participating TO invoices and the CAISO’s own costs for the study. If the actual costs of the study are greater than the deposit provided by the Interconnection Customer, the Interconnection Customer will pay the balance within thirty (30) days of being invoiced.

All power purchase agreements in this Section 8.9 must require Deliverability for the beginning with new awards in the 2023-2024 TP Deliverability allocation cycle, for an Interconnection Customer seeking to receive or retain TP Deliverability to represent that it has, is negotiating, or is shortlisted for a power purchase agreement under this GIDAP, the agreement must meet the following criteria:
(1) the agreement has a term of no less than five (5) years. Interconnection Customers with multiple, short-term agreements for the same capacity may meet this criterion where the combined terms are five (5) years or more; and

(2) the counterparty must:

(a) be a Load Serving Entity procuring the capacity to meet its own Resource Adequacy obligation; or

(b) demonstrate it has a contract to provide the capacity for at least one (1) year to a Load Serving Entity for a Resource Adequacy obligation.

Interconnection Customers may seek a TP Deliverability allocation under Groups A or B if they meet all tariff criteria except the counterparty criterion (2); however, within thirty (30) days of receiving a TP Deliverability allocation, they must demonstrate they meet the counterparty criterion or provide a deposit of $10,000 per MW of allocated TP Deliverability, but in no case less than $500,000. The CAISO will deposit these funds in an interest-bearing account at a bank or financial institution designated by the CAISO. The CAISO will refund the deposit when the Generating Facility begins Commercial Operation or meets the counterparty criterion, whichever is earlier. To the extent the Interconnection Customer withdraws, is deemed withdrawn, converts to Energy Only, or otherwise downsizes or eliminates the capacity allocated TP Deliverability, the deposit or commensurate portion thereof will be non-refundable, and the CAISO will process it and any accrued interest pursuant to Section 7.6.

Interconnection Customers that received and retained TP Deliverability allocations before the 2023-2024 cycle are not subject to the minimum term or counterparty requirements for those allocations, including under Section 6.7.4 and this Section 8.9. If they re- seek TP Deliverability for any reason during or after the 2023-2024 cycle, they would be subject to these requirements in seeking a new allocation or retaining a new allocation.

For all TP Deliverability allocations based upon having, negotiating, or being shortlisted for power purchase agreements, the CAISO will allocate TP Deliverability up to the amount of deliverable MW capacity procured by the power purchase agreement. All Load Serving Entities building Generating Facilities to serve their own Load must be doing so to fulfill a regulatory requirement that warrants Deliverability. Load Serving Entities acting as Interconnection Customers are otherwise eligible for all other attestations.

Notwithstanding any other provision, all refunds pursuant to this Appendix DD will be processed in accordance with the CAISO’s generally accepted accounting practices, including monthly batched deposit refund disbursements. Any CAISO deadline will be tolled to the extent the Interconnection Customer has not provided the CAISO with the appropriate documents to facilitate the Interconnection Customer’s refund, or if the Interconnection Customer has any outstanding invoice balance due to the CAISO on another project owned by the same Interconnection Customer.

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14.4 Special Provisions for Affected Systems, Other Affected PTOs
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 repayment 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 GIA, as appropriately modified.

Any repayment by the owner of the Affected System shall be in accordance with FERC Order No. 2003-B (109 FERC ¶ 61,287).

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14.5  CAISO as an Affected System

An interconnection customer in Balancing Authority Areas that may affect the reliability of the CAISO Controlled Grid will execute the CAISO as an Affected System Study Agreement, Appendix B.23 to the CAISO Tariff, to allow the CAISO and affected Participating TO(s) to study the impact of the interconnection. The agreement will specify the terms governing the study. In performing the study, the CAISO and Participating TO will use the Base Case effective upon execution of the Affected System Study Agreement.

14.5.1 Cost Allocation and Interconnection Financial Security

Affected system studies will list separate cost estimates for facilities and Network Upgrades required in the CAISO Balancing Authority Area. These separate sums may be adjusted over time based on actual costs incurred. The interconnection customer will post financial security with the impacted Participating TO(s) for facilities and Network Upgrades. The interconnection customer will be eligible for repayment of amounts advanced for Network Upgrades consistent with Section 14.3.2.1 for Interconnection Customers in Queue Cluster 6 and later.

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Section 16.  Cluster 14 Unique Procedures

The CAISO tariff and the GIDAP will apply to Queue Cluster 14 with the following exceptions:

16.1 Study Procedures and Timelines

a) The CAISO will validate Cluster 14 Interconnection Requests by September 26, 2021. Interconnection Requests with deficiencies after that date will be deemed invalid and will not be included in Cluster 14.

b) GIDAP provisions stating when the CAISO and Participating TOs must initiate Interconnection Studies will not apply.
c) The CAISO will publish Phase I Interconnection Studies no later than September 15, 2022. The Phase I Interconnection Study will not include system-level stability analyses.

d) Interconnection Customers may submit, in writing, additional comments on the final Phase I Interconnection Study report up to (5) Business Days following the Results Meeting. Based on any discussion at the Results Meeting and any comments received, the CAISO (in consultation with the applicable Participating TO(s)) will determine, in accordance with Section 6.8, whether it is necessary to follow the final Phase I Interconnection Study report with a revised study report or an addendum. The CAISO will issue any such revised report or addendum to the Interconnection Customer no later than thirty (30) calendar days following the Results Meeting.

e) No later than the earlier of (1) ninety (90) days after the publication of the Phase I Interconnection Study or (2) January 13, 2023, Interconnection Customers must (1) submit an updated, valid dynamic model to the CAISO, and (2) post their initial Interconnection Financial Security.

f) The CAISO will publish Phase II Interconnection Studies no later than November 24, 2023.

g) Phase I and Phase II Interconnection Study Results meetings will occur with ninety (90) days of publication.

h) The CAISO will publish the results of the TP Deliverability allocation process no later than March 23, 2024.

i) Interconnection Customers must post their second Interconnection Financial Security no later than the earlier of (1) ninety (90) days after the publication of the Phase II Interconnection Study or (2) May 4, 2024.

j) Unless the CAISO issues a Market Notice stating otherwise, the CAISO will not open the Queue Cluster 15 Cluster Application Window in 2022. The CAISO will open the Queue Cluster 15 Cluster Application Window in 2023 pursuant to Section 3.3.

k) Deadlines related to Interconnection Customers that elect to park their Interconnection Requests will be extended consistent with this Section, including for Interconnection Financial Security postings.

l) If an Interconnection Customer withdraws after posting its initial Interconnection Financial Security but before demonstrating Site Exclusivity, its Site Exclusivity Deposit will not be refunded, and will be processed with non-refundable funds described in Section 7.6.

m) On or before their initial Interconnection Financial Security posting, Interconnection Customers proposing to use third-party Interconnection Facilities must provide documentation to the CAISO demonstrating they are negotiating or have secured rights on those Interconnection Facilities. On or before their second Interconnection Financial Security posting, such Interconnection Customers must provide documentation to the CAISO demonstrating they have secured rights on those Interconnection Facilities through their Commercial Operation Date.

The CAISO and Participating TOs will use Reasonable Efforts to meet all deadlines in the GIDAP and this Section 16, and may publish study results early or otherwise accelerate the interconnection process where possible. The CAISO will publish Interconnection Studies simultaneously for all the Participating TOs.

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2.6 **Network Upgrades Agreement.** If the CAISO determines that network upgrades are required to mitigate the Generation Project Owner’s interconnection, the Parties will negotiate and enter into a separate agreement that sets forth the provisions for the construction timeline and estimated costs provisions for those network upgrades. A modified version of Appendix EE to the CAISO Tariff (“LGIA”) will serve as the template for this separate agreement.

2.7 **Repayment of Network Upgrades.** The interconnection customer will be eligible for repayment of amounts advanced for Network Upgrades consistent with Section 14.3.2 for Interconnection Customers in Queue Cluster 6 and later. To the extent that such repayment does not cover all of the costs of Generation Project Owner’s Network Upgrades, the Generation Project Owner will be eligible to receive Merchant Transmission Congestion Revenue Rights in accordance with CAISO Tariff Section 36.11 associated with those Network Upgrades, or portions thereof that were funded by the Generation Project Owner. The Participating TO will own and operate the Network Upgrades regardless of repayment eligibility.