

Joint Comments of SCE, PG&E and SDG&E¹ on Proposed CAISO Tariff Language Submitted September 20, 2005

3.2 Roles and Responsibilities.

- (a) ~~For e~~Each Interconnection Request will be subject to the direction and oversight of the ISO. ~~† The ISO will direct the applicable Participating TO to perform~~ conduct or cause to be performed the required Interconnection Studies and any additional studies the ISO determines to be reasonably necessary, and will direct the applicable Participating TO to perform portions of studies where ~~the ISO determines~~ the Participating TO has specific and non-transferable expertise or data and can conduct the studies more efficiently and cost effectively than the ISO. The ISO will coordinate with Affected System Operators in accordance with LGIP Section 3.7.
- (b) ~~Any applicable Participating TO~~ The ISO will complete or cause to be completed all studies ~~directed by the ISO~~ as required within the timelines provided in this LGIP. Any portion of the studies performed at the direction of the ISO by the ~~ISO~~ Participating TOs or by a third party ~~at the direction of the ISO~~ shall also be completed within timelines provided in this LGIP.
- (c) The ISO has entered into a Roles and Responsibilities Agreement, filed concurrently herewith and incorporated herein by reference, with the applicable Participating TOs.
- ~~(c) The ISO will coordinate with the Participating TOs with regard to Base Case development, study review and opportunity for comment on the Interconnection Studies, and reimbursement of the Participating TOs' costs, as described in more detail in this LGIP and in a study responsibility agreement between the ISO and the Participating TOs.~~
- (d) ~~(c)~~ Each Interconnection Customer shall pay the reasonable actual 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. The ISO shall reimburse the Participating TO for the actual cost of any portion of all Interconnection Studies that such Participating TO performs.

3.4.43.4.4 Special Provisions for Affected Systems and ~~Other Affected Participating TOs.~~

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 LGIA, as appropriately modified.~~ I SUGGEST RESTORING THIS LANGUAGE

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

4.4 Modifications.

¹ SCE, PG&E and SDG&E comments are highlighted in yellow highlight shading.

The Interconnection Customer shall submit to the ISO, in writing, modifications to any information provided in the Interconnection Request. The ISO will forward the Interconnection Customer's modification to the applicable Participating TO(s) within one (1) Business Day of receipt. The Interconnection Customer shall retain its Queue Position if the modifications are in accordance with LGIP Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to LGIP Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either the Interconnection Customer, the applicable Participating TO(s), or the ISO may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to the applicable Participating TO(s), the ISO, and Interconnection Customer, such acceptance not to be unreasonably withheld, ~~the Participating TO and/or~~ the ISO shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with LGIP Section 6.4, LGIP Section 7.6 and LGIP Section 8.5 as applicable and the Interconnection Customer shall retain its Queue Position.

- 4.4.1** Prior to the return of the executed Interconnection System Impact Study Agreement to the ~~Participating TO/ISO~~, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.
- 4.4.2** Prior to the return of the executed Interconnection Facility Study Agreement to the ~~Participating TO/ISO~~, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease of electrical output (MW), and (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.
- 4.4.3** Prior to making any modification other than those specifically permitted by LGIP Sections 4.4.1, 4.4.2, and 4.4.5, the Interconnection Customer may first request that the ~~Participating TO and the ISO~~ evaluate whether such modification is a Material Modification. In response to the Interconnection Customer's request, ~~the Participating TO and the ISO~~, **in coordination with the affected Participating TO, shall evaluate the proposed modifications prior to making them and the ISO shall inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification.** Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

Section 11. Standard Large Generator Interconnection Agreement (LGIA).

11.1 Tender.

Within thirty (30) Calendar Days after the ~~Participating TO and the ISO receive~~ISO receives the Interconnection Customer's written comments, or notification of no comments, to the draft Interconnection Facilities Study report, the applicable Participating TO (s) and the ISO shall tender a draft LGIA, together with draft appendices. The draft LGIA shall be in the form of the FERC-approved standard form LGIA. When multiple Participating TOs are involved, a separate LGIA, or appropriately modified version of the LGIA, will be used for each Participating TO. The Interconnection Customer shall provide written comments, or notification of no comments, to the draft appendices to the applicable Participating TO(s) and the ISO within (30) Calendar Days of receipt.