

Appendix B.23

CAISO AS AN AFFECTED SYSTEM STUDY AGREEMENT (CASSA)

THIS AGREEMENT is dated _____ day of _____, _____ and is entered into, by and between:

(1) **[Full Legal Name]**, having its registered and principal place of business located at **[Address]** (the "Generation Project Owner");

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The Generation Project Owner and the CAISO each may be referred to as the "Parties".

WHEREAS:

- A. The Generation Project Owner is proposing to develop a generation project that may electrically impact the CAISO as an Affected System,
- B. The Generation Project Owner has submitted an Affected System Study request ("Request") to the CAISO,
- C. The Request is consistent with the current study request submitted by the Generation Project Owner with the interconnecting system transmission provider, "Interconnecting System", and
- D. The Generation Project Owner has requested the CAISO to conduct or cause to be performed studies to assess the system impact of the generation project or capacity addition to the CAISO Controlled Grid's electrical system, and to specify and estimate the cost of the equipment, engineering, procurement, and construction work needed on the CAISO Controlled Grid in accordance with Good Utility Practice to mitigate any adverse system impacts ("Affected System Study").

NOW, THEREFORE, in consideration of and subject to the mutual covenants set forth herein **THE PARTIES AGREE** as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

1.1 Master Definitions Supplement. All capitalized terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.

1.2 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the

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- CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
 - (c) the masculine shall include the feminine and neutral and vice versa;
 - (d) “includes” or “including” shall mean “including without limitation”;
 - (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
 - (f) a reference to a given agreement 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;
 - (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
 - (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
 - (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
 - (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
 - (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II
ACKNOWLEDGEMENT OF GENERATION PROJECT OWNER AND CAISO

- 2.1 Study Plan.** The Generation Project Owner elects to have the CAISO perform or cause to be performed and the CAISO shall conduct or cause to be performed an Affected System Study similar to the CAISO Interconnection System Impact and Facilities Study. The details, including but not limited to, scope, assumptions, and duration for the Affected System Study will be outlined in the Affected System Study Plan. The Request will be subject to the direction and oversight of the CAISO in coordination with the Participating TO as described in the CAISO Tariff. The CAISO and Participating TO Affected System Study report shall provide the information specified in the Affected System Study Plan.
- 2.2. Technical Requirements.** The Affected System study will be based upon the technical information provided by the Generation Project Owner in the Request, as may be modified as a result of the scoping meeting. If the Generation Project Owner further modifies the Request, its designated point of interconnection, or the technical information provided therein, the Affected System Study results may be invalid and restudies, at the Generation Project Owner’s expense, may be required.
- 2.3 Meetings and Costs.** The Generation Project Owner shall provide a Request and study deposit in the amount of \$75,000, which is equal to a non-binding good faith estimate for the cost of the studies, prior to commencement of the Affected System technical review of the Request and the study. If at any time the CAISO determines the cost will exceed the \$75,000 deposit, the CAISO will notify the Generation Project Owner.

Following the issuance of the Affected System Study report, the CAISO shall charge the

Generation Project Owner and the Generation Project Owner shall pay the actual costs of the Affected System Study as described in Section 3.5.1 of Appendix DD of the CAISO Tariff (“GIDAP”).

As described section 3.5.1 of the GIDAP the CAISO shall deposit all study deposits in an interest bearing account at a bank or financial institution designated by the CAISO. The study deposit shall be applied to pay for prudent costs incurred by the CAISO, the Participating TO, or third parties at the direction of the CAISO or the Participating TO, as applicable, to perform and administer the Affected System Study and to meet and otherwise communicate with Generation Project Owner with respect to its Request.

Any difference between the deposits made toward the Affected System Study and associated administrative costs, and the actual costs of the Affected System Study and associated administrative costs shall be paid by or refunded to the Generation Project Owner, including applicable interest.

- 2.4 Notice of Withdrawal.** In the event the Generation Project Owner withdraws its project from the Interconnecting System’s process, the Generation Project Owner may withdraw its Request at any time by written notice to the CAISO, with supporting documentation from the Interconnecting System that the project is withdrawn from their process. Upon receipt of such notice, the CAISO will cease all study work.
- 2.5 Impact of System Changes.** Substantial portions of technical data and assumptions used to perform the Affected System Study, such as system conditions, existing and planned generation, and unit modeling, may change after the CAISO provides the Affected System Study results to the Generation Project Owner. The Affected System Study results will reflect available data at the time the CAISO provides the Affected System Study report to the Generation Project Owner. The CAISO or the Participating TO shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be incurred by the Generation Project Owner as a result of changes in such data and assumptions.
- 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.

ARTICLE III

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TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC, if such FERC filing is required, and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
- 3.2.1 Termination by CAISO.** The CAISO may terminate this Agreement by giving written notice of termination in the event that the Generation Project Owner commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to the Generation Project Owner, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article 7 of this Agreement. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if filed with FERC, or thirty (30) days after the date of the CAISO's notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.
- 3.2.2 Termination by Generation Project Owner.** In the event that the Generation Project Owner no longer wishes to have the CAISO and Participating TO continue the Affected System Study, it may terminate this Agreement, on giving the CAISO not less than thirty (30) days written notice. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, if this Agreement has been filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within thirty (30) days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Agreement shall terminate upon acceptance by FERC of such a notice of termination, if such notice is required to be filed with FERC, or upon thirty (30) days after the CAISO's receipt of the Generation Project Owner's notice of termination, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE IV DISPUTE RESOLUTION

- 4.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of

the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the Generation Project Owner and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES

- 5.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 5.2 No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

ARTICLE VI LIABILITY

- 6.1 Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the Generation Project Owner and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VII UNCONTROLLABLE FORCES

- 7.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the Generation Project Owner and references to the CAISO Tariff shall be read as references to this Agreement.

ARTICLE VIII MISCELLANEOUS

- 8.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 8.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Generation Project Owner and

references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 3. A Party must update the information in Schedule 3 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

- 8.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 8.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 8.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 8.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 8.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect, and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 8.8 Records.** The CAISO shall maintain records and accounts of all costs incurred in performing the Affected System Study in sufficient detail to allow verification of all costs incurred, including associated overheads. The Generation Project Owner shall have the right, upon reasonable notice, within a reasonable time at the CAISO's offices and at its own expense, to audit the CAISO's records as necessary and as appropriate in order to verify costs incurred by the CAISO. Any audit requested by the Generation Project Owner shall be completed, and written notice of any audit dispute provided to the CAISO representative, within one hundred eighty (180) calendar days following receipt by the Generation Project Owner of the CAISO's notification of the final costs of the Affected

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System Study.

- 8.9 Amendments.** This Agreement may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms, and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the Generation Project Owner shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 8.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: _____
Name: _____
Title: _____
Date: _____

[Name of Generation Project Owner]

By: _____
Name: _____
Title: _____
Date: _____