



California ISO
Shaping a Renewed Future

ISO Comments Matrix

Interconnection Process Enhancements Draft Final Proposal for Topics 6-12

July 11, 2013

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Interconnection Process Enhancements Draft Final Proposal for Topics 6-12 Stakeholder Comments

Topic 6	Date	Questions
Topic 6 - Provide for ability to charge customer for costs to process a material modification request	June 25, 2013	1-3
Question 1		
Should the cost for modification requests be a fixed fee or deposit and actual costs incurred be charged against deposit?		
CPUC- A fixed fee is attractive but probably unworkable due to the wide range of possible modification assessments. However, it might be possible to have a predictable fixed fee cap, combined with sufficient documentation of actual costs as a basis for determining subsequent refunds.		
CAISO Response		
The ISO has not been tracking the cost for doing modification assessments thus at this time we cannot justify a fixed fee. In addition, costs would need to be tracked for the PTOs. However, the ISO commits to providing a report on an annual basis which will provide the average costs for different types of modification assessments.		
CalWEA- Either proposal is acceptable to CalWEA although we prefer the concept of charging for actual cost incurred.		
CAISO Response		
The ISO agrees with charging actual.		
IEP- Believes that cost for processing a modification request should be based on actual costs with a cap/not-to-exceed price, where actual costs are charged against the deposit.		
CAISO Response		
As stated above, the ISO agrees that actual costs should be charge and absent tracking of costs, the ISO has no justification for a cap at this time. But the ISO agrees to publish a report annual of the modification assessment costs.		
LSA- Believes that cost estimates (whether fixed or geared to recovery of actual costs) should be binding, or at least +/- estimates with a reasonable range.		
CAISO Response		
Because the costs have not been tracked, the ISO is proposing a \$10,000 deposit similar to all processes that already exist in the interconnection process for re-work.		
NRG- does not support charging interconnection customers for Material Modification Assessments. The costs of such assessments should be paid for out of moneys already paid, including forfeited deposit fees.		

CAISO Response
The ISO disagrees. A project requesting to change their scope or schedule should pay for the cost of determining the impact of that assessment. Using forfeited deposit fees would be inconsistent with the ISO's principle of cost causation.
PG&E- Believes a fixed fee is the most appropriate mechanism to process material modification requests. The fee should be divided between the ISO and the PTO processing the request, with a fixed percentage going to each to defray costs associated with the request.
CAISO Response
The ISO has not been tracking the cost for doing modification assessments thus at this time we cannot justify a fixed fee. In addition, costs would need to be tracked for the PTOs. However, the ISO commits to providing a report on an annual basis which will provide the average costs for different types of modification assessments.
Six Cities- The charges for processing a material modification request should be based on actual costs charged against an initial deposit. Interconnection customers should pay for all actual costs incurred to process an interconnection request, including actual costs in excess of the deposit amount.
CAISO Response
The ISO agrees.
SCE- The costs for modification requests should be a fixed fee based on a reasonable estimate of the actual costs incurred to process such requests, including, but not limited to, the review to ensure the completeness of the requests and the work performed by engineers to determine if there are any material impacts to other generation projects in the queue. Additionally, SCE proposes a fixed fee, which will eliminate the administrative burden of deposits and true-ups to actual costs, and refunds
CAISO Response
The ISO has not been tracking the cost for doing modification assessments thus at this time we cannot justify a fixed fee. In addition, costs would need to be tracked for the PTOs. However, the ISO commits to providing a report on an annual basis which will provide the average costs for different types of modification assessments. While we understand the administrative burden of tracking actual costs, the ISO believes charging an actual cost is the best cost causation implementation of the new work.
Wellhead- Actual costs since the study effort and difficulty of the special study will likely not be the same for all projects.
CAISO Response
The ISO agrees.

Question 2
Should existing study funds be used for modification assessments?
CPUC- Existing study funds could be used for modification assessments to the extent that interconnection customers requesting modification assessments have made study deposits in excess of what is needed to cover their study costs.
CAISO Response
Based on comments from stakeholders, the ISO would propose that the interconnection customer may elect to either use study funds that have already been deposited with the ISO, if such funds are available and have not already been encumbered, or provide a separate deposit.
Once each individual modification request is completed, including review for data completeness, engineering assessment, queue management documentation and approvals, and amendment of the interconnection agreement (if the request is approved), the interconnection customer will receive an accounting of the actual costs spent and a refund of any excess funds.
IEP- Concerned, but not opposed to, the use of study funds. Believes this question may be most equitably addressed by allowing the interconnecting customer to make that decision at the time of their material modification request. From there, the customer should have the choice to use existing funds or start a new fund explicitly for the modification request.
CAISO Response
Based on comments from stakeholders, the ISO would propose that the interconnection customer may elect to either use study funds that have already been deposited with the ISO, if such funds are available and have not already been encumbered, or provide a separate deposit.
LSA- does not believe that it must be one policy applicable to all.
CAISO Response
Based on comments from stakeholders, the ISO would propose that the interconnection customer may elect to either use study funds that have already been deposited with the ISO, if such funds are available and have not already been encumbered, or provide a separate deposit.
PG&E- No. Study funds aren't always available to process these assessments.
CAISO Response
Study funds would only be used if funds are available.
Six Cities- Existing study funds may be used for modification assessments, but, again, the charges for processing a material modification request should be based on actual costs.
CAISO Response
The ISO agrees.
SCE- No. Since existing funds have been committed for other purposes, a separate deposit should be required for modification assessments.
CAISO Response

Study funds would only be used if funds are available.
Wellhead- To the extent there are unspent funds, yes.
CAISO Response
The ISO agrees.
Question 3
If a separate deposit is made, should it be refunded at the end of that modification assessment or once the project achieves COD?
CPUC- Any deposit (after subtracting modification assessment costs) should be refunded at the end of the modification assessment. Deposit forfeitures for failing to achieve COD are already addressed in other ways.
CAISO Response
The ISO agrees.
CalWEA- At the end of that modification assessment.
CAISO Response
The ISO agrees.
IEP- Any remaining funds from the modification request deposit should be refunded at the end of the modification assessment.
CAISO Response
The ISO agrees.
LSA- sees no justification for the CAISO/PTO to retain any IC funds past the end of the study.
CAISO Response
The thought was that by retaining excess modification fees then if the customer requests another modification it will not be required to go through the process of depositing additional fees and waiting for accounts to be set-up. The ISO provides interest on all funds it retains based on the interest rate that the ISO receives for the account holding the funds. However given that the majority of stakeholders believe the funds remaining should be returned at the end of the modification review that was requested, the ISO will set-up the process that way.
NRG- At the end of the modification assessment.
CAISO Response
The ISO agrees.
PG&E- if the ISO adopts cost recovery against a deposit, excess funds should be returned at the time an IA is amended following a material modification request, or when the request is otherwise approved

CAISO Response

The ISO generally agrees. The excess funds should be returned when the request has been approved and reflected in the GIA.

Six Cities- Any amounts remaining from deposits to process modification requests should be refunded once the project achieves COD.

CAISO Response

This is what the ISO proposed but the majority of stakeholder want the excess funds to be returned after each modification review has been completed.

Topic 7	Date	Questions
Topic 7 - COD modification provision for small generator projects	June 25, 2013	1-4
Question 1 Do stakeholders agree that small generators should be afforded a similar mechanism to modify their project as a large generator?		
Six Cities- As a general matter, the Six Cities do not oppose treating small generators comparably to larger generators. This includes affording small generators the ability to modify their projects on the same or substantially similar terms as are applicable to larger generators.		
CAISO Response		
The ISO agrees.		
SCE- does not oppose that small generators be afforded a similar mechanism to change their Commercial Operation Date (COD) through the modification process for their projects as a large generator is currently permitted to do, so long as there is no impact to other queue projects.		
CAISO Response		
The ISO agrees.		
Question 2 Should small generators be allowed to change their POI if the change does not impact other queued projects and there is a benefit for making that change?		
CPUC- Yes. Such POI changes should not affect or modify the results of a DG deliverability study that has already passed the cutoff time for finalizing its input assumptions.		
CAISO Response		
The DG deliverability study is separate from the ISO process and will not be affected by the modifications proposed for Topic 7. All modifications on the distribution system are evaluated by the PTO and the ISO. Once a DG allocation is made, it is preserved and if a prior queued project makes a change, they would not be entitled to any deliverability assigned to a DG resource – therefore if it impacted DG deliverability allocations, it should be considered a material change.		
CalWEA- Yes, contends that even large generators should be allowed to change their POI under the same criteria. This change in POI should also be allowed if the project is willing to mitigate its material impact, if any.		
CAISO Response		
The ISO is not proposing to make changes to the POI language. If a POI change is requested, we will evaluate it under the existing tariff requirements.		
PG&E- believes that changes to the POI should still require the consent of all 3 parties		
CAISO Response		
The ISO agrees.		

SCE- SCE does not oppose this proposal, provided that it is structured in a manner that: (1) does not transfer any financing or operating risks to the PTO; (2) the change does not impact other queued projects; and (3) there is a benefit such as a reduction in costs or siting for making that change.
CAISO Response
The ISO agrees with both #1 and #2. However, the ISO does not believe that a “benefit” needs to be demonstrated for each request to be approved.
Question 3
Should small generators be allowed to modify their project during the study process?
CPUC- The availability of modifications should be similar to what is available for large generators.
CAISO Response
The ISO agrees.
CalWEA- The focus of this discussion should be on the changes allowed and the criteria for allowing the change.
CAISO Response
Within the context of addressing topic 15 in the IPE initiative, the ISO will provide additional detail on its process and the coordination with the PTOs, and commits to develop language that will be added to the GIP and GIDAP BPMs. The discussion will include the reasoning behind the need to have certain changes approved (i.e. inverters), specific timelines already implemented, and an implementation program that is in the pilot phase that would allow for “block COD” for projects provided all the parties agree and the reliability network upgrades are completed.
IEP- Yes, subject to provisions similar to those in effect for large projects, IEP would agree that small generation projects should be allowed to modify their project during the study process.
CAISO Response
The ISO agrees.
NRG- Yes, if there is no material impact.
CAISO Response
The ISO agrees.
PG&E- Supports greater flexibility for change. Believes material changes other than COD modification are out of scope for this topic.
CAISO Response
The ISO believes that small generators should be afforded the same ability to change their project as large generators including technology, COD, and POI, provided there is not an impact to other queued customers and all three parties agree to the change which cannot be

unreasonably withheld.
SCE- does not oppose small generators being allowed to modify their project during the study process.
CAISO Response
The ISO agrees.
Question 4 Should small generators be allowed to extend their commercial operation date for three years from the COD in their interconnection request would be deemed not material, similar to Section 4.4.5 of Appendix U for larger generators?
CPUC- hope that ways can be found to reduce the risk of delayed transmission upgrades (including identifying helpful developer actions), rather than accommodating such delays via COD extensions.
CAISO Response
If projects could stay with the development timeline, including posting, that was studied there is a greater likelihood that transmission upgrades could also remain on the original timeline.
CalWEA- Yes. However, other time-limit criteria may make the benefit of such a change moot.
CAISO Response
The ISO agrees.
IEP- Generally agrees with ISO, unless RAM projects are given an advantage. Requests that the ISO confirm that the proposed SGIP changes that may flow from this topic will be made in consideration of the CPUC's rules governing the Renewable Auction Mechanism (RAM) since those rules govern projects of similar size to the SGIP (up to 20 MW).
CAISO Response
While the ISO is proposing to allow this change, we do not believe it impacts the RAM program because it is a modification that the interconnection customer could request after the Phase II study results are completed. If the interconnection customer has a power purchase agreement that requires a COD within 30 months, the ISO presumes that such customer would not request a delay in their project.
PG&E- Yes, believes it is acceptable to make small generator COD provisions consistent with large generator provisions.
CAISO Response
The ISO agrees.
SCE- does not oppose allowing small generators to extend their COD for three years from the COD in their interconnection request, similar to that which is allowed for large generators given the realities of the length of time in the queue for small generators, among other reasons.
CAISO Response

The ISO agrees.

Topic 8	Date	Questions
Topic 8 - Timeline for tendering draft GIAs	June 25, 2013	1
Question 1		
Should small generator have the same time to develop their project as a large generator (i.e. 7 years)? If no, what should the length of time be for the developer of a small generator?		
CPUC- In principle, small generators should have the same time.		
CAISO Response		
The ISO agrees.		
IEP- Would view an extension of COD as long as 3 years to potentially be at odds with the timeline the state has envisioned in similarly sized projects via the CPUC's Renewable Auction Mechanism.		
CAISO Response		
As discussed above, the ISO does not believe it impacts the CPUC's RAM program and the COD extension would be at the discretion of the interconnection customer.		
LSA- Small generators should have the same amount of time, but smaller projects should have the same post-study development timelines as larger projects.		
CAISO Response		
The ISO agrees.		
SCE- Similar to provisions that disallow suspension for shared network upgrades, an IC of any size should not be allowed to delay cost responsibility for shared network upgrades.		
CAISO Response		
The ISO agrees.		

Topic 9	Date	Questions
Topic 9 - Clarify that PTO and not ISO tenders GIA	June 25, 2013	1-2
Question 1		
Do stakeholders have a concern with amending the tariff to be consistent with existing implementation?		
IEP- agrees that one entity should be responsible for tendering the GIA.		
CAISO Response		
The ISO agrees and that entity is the applicable PTO.		
Sun Edison- suggests that LSA encourage CAISO to be proactive in ensuring the PTOs issue GIAs to ICs in a timely fashion.		
CAISO Response		
The ISO agrees and will still track the tendering of GIAs against the ISO tariff timeline.		
Question 2		
If yes, what are those concerns and how would the stakeholder propose to resolve those concerns?		
No one commented on this question.		
CAISO Response		
None		

Topic 10	Date	Questions
Topic 10 - Timeline for tendering draft GIAs	June 25, 2013	1
Question 1		
Do stakeholders have an issue with changing the trigger for tendering of GIAs?		
LSA- However, developers should have the option to self-prioritize their GIAs, in part, by electing to receive the draft within 30 days after the Phase II Studies.		
CAISO Response		
With respect to stakeholder comments that interconnection customers that want to self-prioritize to receive their draft GIA, negotiate and execute on an accelerated timeline, the ISO believes we can implement that request without a tariff change provided all three parties agree to accelerate the schedule. The ISO will work with stakeholders as part of Topic 15 in the IPE initiative to outline a plan that could be implemented through the GIDAP BPM.		
Sun Edison- Supports, but would emphasize that the wait for the GIA draft should be kept as short as possible because reaching the project kickoff meeting as quickly as possible is a critical component of project success.		
CAISO Response		
The ISO agrees.		

Topic 11	Date	Questions
Topic 11 - LGIA negotiations timeline	June 25, 2013	1-4
Question 1		
Do Stakeholders agree with the best effort language?		
CPUC- “Best efforts” language is too open-ended. Specification of target timelines would be preferable, recognizing there might be (there must be) reasons for exceeding the target timelines		
CAISO Response		
The stakeholders make some valid points with respect to adding “use best efforts to” in the negotiation sections of the ISO tariff. As discussed in the stakeholder process to date, the ISO already has the ability to move the target timeline if all of the parties agree. So with only one commenter supporting the “best efforts” change, the ISO is going to withdraw this piece of the proposed change for Topic 12.		
IEP- given the existing capabilities for the three parties (PTO, ISO and customer) to negotiate a revised negotiations timeline, IEP does not understand why the ISO considers this an issue worthy of inclusion in this process.		
CAISO Response		
The challenge the ISO has is that we have been trying to work with these customers to execute agreements with little success. Additional, absent a tariff change (which requires a stakeholder process to vet the change) the pro forma agreement already approved by FERC does not include the suspension limitation requested. Thus absent including this change as Topic 12 to the IPE the ISO could not implement it.		
LSA- No. LSA believes that the current more stringent language helps motivate the parties to move the negotiation process forward and opposes relaxing the requirement		
CAISO Response		
The ISO disagrees, if all three parties agree to extend the negotiation process they should be allowed to do so.		
SCE- Yes, agrees with the “best efforts” guiding language for the PTO, ISO and IC to negotiate concerning any disputed provisions of the appendices of the draft GIA rather than maintaining the negotiations timeline as a firm deadline.		
CAISO Response		
See comment to CPUC response above.		
Sun Edison- Believes that more stringent Tariff language is fully essential to complete contract negotiations in a timely manner and hence does not support the best effort language.		
CAISO Response		
The ISO has withdrawn the “best effort” change.		

<p>Question 2</p> <p>If Stakeholders agree with triggering the tendering of agreements off of the Results Meeting, do you agree with triggering the negotiation off of the same event?</p>
<p>LSA- Yes, subject to the same caveat as in Topic #10 above, i.e., if the developer elects to have its GIA issued within 30 days of the Phase II Study instead, the negotiation timeline should be keyed to this same trigger.</p>
<p>CAISO Response</p> <p>The ISO agrees.</p>
<p>Six Cities- projects should be permitted to suspend only if there is no adverse impact to subsequently queued projects or the suspended project agrees to mitigate any such impacts.</p>
<p>CAISO Response</p> <p>The ISO agrees.</p>
<p>Question 3</p> <p>Do Stakeholders want to change the 15 BD to 10 BD for providing a final GIA for execution? If yes, do Stakeholders agree that the information request sheet must be provided in advance of finalizing the negotiation?</p>
<p>LSA- The CAISO’s incorporation of information request sheet submission into the New Resource Implementation Checklist and process should facilitate the earlier submission required to implement this change.</p>
<p>CAISO Response</p> <p>The ISO agrees.</p>
<p>PG&E- would strongly oppose this change. Information request sheets are already provided in advance of finalizing negotiations, and given the volume of IAs PTOs are expected to process, it is important that PTOs have sufficient time to receive all necessary cross-departmental approvals once agreements are finalized.</p>
<p>CAISO Response</p> <p>Receipt by the ISO of information request sheets continue to lag and in a number of cases stop the processing of the agreement for final execution.</p> <p>With respect to the negotiation process timeline, the comments received from stakeholders confused the PTO or IC time and the ISO time. Specifically, once all three parties have agreed that the GIA is final (i.e. PG&E has already completed the cross-departmental approvals of the GIA), the ISO is responsible for providing the final GIA to the interconnection customer and PTO for execution. Currently Section 11.2 of the GIP provides “The applicable Participating TO(s) and CAISO shall provide to the Interconnection Customer a final GIA within fifteen (15) Business Days after the completion of the negotiation process.” Thus, given that this only impacts the ISO, the draft final proposal is to decrease this period from fifteen (15) business days down to ten (10) business days from completion of the negotiation process provided the interconnection customers agree to provide information request sheets in advance of concluding the negotiation. In addition the ISO proposes to delete the reference to the Participating TO cite in the sentence above to clarify that the process of providing a GIA for execution is solely an ISO activity.</p>

SCE- Opposes this, the volume of interconnection request processed during a given a cluster cycle makes it very difficult, if not impossible, to meet the current 15-BD requirement
CAISO Response
See response to PG&E above.
Question 4
Are Stakeholders concerned with the process of required written agreement from all three parties on extending the tendering and negotiation timeline as a proxy for prioritization? If yes, then what prioritization process would you propose given the questions discussed above?
CPUC- Extension of the GIA tendering and negotiations timeline should require approval of (therefore be subject to veto by) the developer, providing a means to express interest in proceeding rapidly.
CAISO Response
The ISO agrees.
CalWEA- The IS should be allowed to present the need for a speedy GIA negotiation and be placed in the “fast lane.” Projects whose ICs do not make that case would go into the “slow lane.”
CAISO Response
With respect to stakeholder comments that interconnection customers that want to self-prioritize to receive their draft GIA, negotiate and execute on an accelerated timeline, the ISO believes we can implement that request without a tariff change provided all three parties agree to accelerate the schedule. The ISO will work with stakeholders as part of Topic 15 in the IPE initiative to outline a plan that could be implemented through the GIDAP BPM.
LSA- very concerned that the new process described by the CAISO has not resulted in any prioritization on the part of the PTOs. Requests that the CAISO: (1) Allow developers to request their GIA drafts sooner (see response to Issue #10); (2) set time limits for key steps within the 90-day negotiation period (see response to #1 above); and (3) work with the PTOs to help them incorporate the same kinds of prioritization actions that the CAISO has implemented itself.
CAISO Response
<ul style="list-style-type: none"> (1) See response to CalWEA above. (2) The ISO believes that each three party negotiation should proceed at a speed that all parties are comfortable with and additional deadlines are not productive. (3) As stated above, the agreement to delay timelines needs to be agreed in writing by all three parties. With respect to “fast-tracking” a GIA, that will be dealt with in Topic 15.
PG&E- it doesn’t allow for appropriate PTO negotiation resource allocation, nor does it provide an upfront view towards timeline and workflow for the queued project negotiations
CAISO Response
While the ISO agrees, each project has different nuances and no one project seems to be similar to another. So while we agree that not having an extension in negotiations would help

timelines, workflow and resourcing, that extension in time needs to be balanced with the needs of the customer to understand the GIA.

SCE- It appears the CAISO is overthinking this part. The current process is working well and does not need to be changed.

CAISO Response

The ISO disagrees, to ensure compliance with the tariff the ISO must be able to provide evidence that all tariff requirements have been met. Getting all three parties to agree in writing provides this evidence.

Topic 12	Date	Questions
Topic 12 - Consistency of suspension definition between serial and cluster	June 25, 2013	1-4
Question 1		
With the narrow focus of ensuring that other queue projects are not impacted if a serial project suspends, are stakeholders still concerned with the topic?		
CPUC- “substantially negotiated” needs to be clarified. It is also unclear if there’s going to be a similar suspension program for smaller generators.		
CAISO Response		
In the draft final proposal the ISO specified which projects were not substantially negotiated. Small generators do not have a right to suspend their project.		
CalWEA- Agrees with the CAISO proposal for dealing with the suspension of serial and clustered projects – allow the suspension but obligate the financing of network upgrades needed by lower-queued projects.		
CAISO Response		
The ISO agrees.		
PG&E- In the interest of queue management, PG&E supports changing the suspension definition for serial projects to be consistent with the cluster process.		
CAISO Response		
The ISO agrees.		
Six Cities- Suspension should be permitted only if there is no adverse impact to subsequently queued projects or the suspended project agrees to mitigate any impacts to subsequently queued projects.		
CAISO Response		
The ISO agrees.		
SCE- As long as the suspension by a serial project does not materially impact other queued projects, SCE does not oppose permitting serial projects to suspend.		
CAISO Response		
The ISO agrees.		
Question 2		
Are stakeholders willing to accept the consequences if a serial project suspends and then impacts the ability for later queue projects to achieve their COD?		
IEP- This is not best addressed in this forum, however we would ask the ISO to consider its need to make the proposed rule change if the suspended project(s) is still making it required financial contributions.		
CAISO Response		
The challenge the ISO has is that we have been trying to work with these customers to execute		

<p>agreements with little success. Additional, absent a tariff change (which requires a stakeholder process to vet the change) the pro forma agreement already approved by FERC does not include this limitation. Thus absent including this change as Topic 12 to the IPE the ISO could not implement it.</p>
<p>PG&E- This is a very large concern because this could put PTOs in the difficult position of being asked by stakeholders to self-fund such upgrades, putting ratepayers and our shareholders at risk.</p>
<p>CAISO Response</p>
<p>The ISO agrees and by revising the suspension language should avoid such concerns.</p>
<p>Six Cities- projects should be permitted to suspend only if there is no adverse impact to subsequently queued projects or the suspended project agrees to mitigate any such impacts.</p>
<p>CAISO Response</p>
<p>The ISO agrees.</p>
<p>SCE- A serial project should not be permitted to suspend if doing so would impact the ability for later queue projects to achieve their COD.</p>
<p>CAISO Response</p>
<p>The ISO agrees.</p>
<p>Question 3 Are stakeholders willing to accept the consequences if a serial project suspends and then impacts the ability for later queue projects to achieve their full capacity deliverability status?</p>
<p>PG&E- This is a very large concern because this could put PTOs in the difficult position of being asked by stakeholders to self-fund such upgrades, putting ratepayers and our shareholders at risk.</p>
<p>CAISO Response</p>
<p>The ISO agrees.</p>
<p>SCE- A serial project should not be permitted to suspend if doing so would impact the ability for later queued projects to achieve their full capacity deliverability status.</p>
<p>CAISO Response</p>
<p>The ISO agrees.</p>
<p>Question 4 Do you have a better idea to mitigate this risk for later queue projects?</p>
<p>IEP- is not convinced that a post hoc change to the interconnection rules under which these projects entered the queue is justified, and would prefer that this issue not be addressed in this forum.</p>
<p>CAISO Response</p>
<p>See response to IEP above.</p>

PG&E- urges the CAISO to find alternatives that do not impact later queued projects, such as the review of upgrades with large numbers of queued renewable project dependencies as potential policy driven upgrades in the TPP.

CAISO Response

The ISO agrees and continually evaluates whether an upgrade should be part of the interconnection process or the TPP.

Wellhead- A shared-cost upgrade cannot be delayed at the request of a project. The CAISO should have the ability to look at specific facts to determine whether a shared-cost upgrade could be delayed without adversely impacting other projects. The CAISO may even determine that only some of the upgrades remain necessary and cancelling such upgrades would also be the right decision for the CAISO to make.

CAISO Response

The ISO agrees that allowing a project to suspend when doing so results in an impact to other projects is incorrect. This is why the ISO is proposing to clarify the suspension article in the serial LGIAs. As part of the annual assessment initiated with GIDAP, the will analyze the upgrades and determine if they are still needed given the changing system.