

January 25, 2022

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

**Re: California Independent System Operator Corporation
Docket No. ER22-____-000**

**Tariff Amendment to Implement Contract Management
Enhancements**

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits this tariff amendment to improve its *pro forma* interconnection agreements and related generator interconnection procedures.¹ The changes proposed in this tariff amendment result from the CAISO’s contract management enhancements stakeholder initiative. The CAISO’s proposed amendment comprises five distinct sets of revisions:

- A. Implementing a new *pro forma* study agreement when the CAISO is an affected system;
- B. Clarifying repowering study procedures and timelines;
- C. Increasing a project’s capability to align its commercial operation date with an executed power purchase agreement;
- D. Aligning the modification procedures for the few remaining serial projects with the current cluster study process; and
- E. Revising the effective date of the *pro forma* generator interconnection study process agreement.

The CAISO discusses each enhancement in Section I below. The CAISO notes that each set of revisions is separate and not dependent on the other, from both a substantive and an implementation perspective. The CAISO has filed them together

¹ The CAISO submits this filing pursuant to section 205 of the Federal Power Act, 16 U.S.C. § 824d. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO tariff, and references to specific sections, articles, and appendices are references to sections, articles, and appendices in the current CAISO tariff and revised or proposed in this filing, unless otherwise indicated.

To the extent the CAISO’s proposed revisions diverge from the generator interconnection procedures in Order Nos. 2003 and 845, the CAISO believes that they represent needed improvements to existing provisions of the CAISO’s current tariff.

because they were part of the same stakeholder process, they represent enhancements to generator interconnection procedures, and a single filing promotes administrative efficiency. The CAISO respectfully requests that the Commission approve these revisions as just and reasonable, effective March 27, 2022, 61 days from this filing.

I. Proposed Tariff Revisions

A. Implement the CAISO as an Affected System Agreement

Currently the CAISO tariff only speaks to generator interconnections to the CAISO controlled grid affecting neighboring balancing authority areas. The CAISO has no tariff provisions regarding how it should perform studies when it is the affected system. To date, the CAISO has been an affected system extremely rarely, and the need to perform any study generally ends before it begins for reasons unrelated to the CAISO. Nevertheless, the CAISO anticipates the need for performing affected system studies could increase, and therefore it proposes to include general provisions on performing them.

The CAISO proposes to create tariff provisions stating that an external generation project seeking an affected system study will execute a CAISO as an Affected System Study Agreement (“CASSA”), and submit a study deposit of \$75,000.² The CAISO also proposes to include a provision stating that affected system studies will list separate cost estimates for facilities and network upgrades required in the CAISO, and these may be adjusted over time based on actual costs incurred.³ To finance the facilities, the interconnection customer will post financial security with the impacted CAISO transmission owner.⁴

The *pro forma* CASSA generally is a boilerplate agreement modeled on the CAISO’s existing study agreements,⁵ providing, *inter alia*:

- Rules of interpretation
- Terms and conditions of the affected system study
- Term and termination provision
- Incorporating the CAISO’s existing alternative dispute resolution tariff provisions by reference
- Representations and warranties provisions

² Proposed Section 14.5 of Appendix DD to the CAISO tariff. The CAISO will process the study deposit and refund any remaining funds upon withdrawal or completion pursuant to its existing tariff provisions for cluster study interconnection requests. Proposed Article 2.3 of the CASSA.

³ Proposed Section 14.5.1 of Appendix DD to the CAISO tariff.

⁴ *Id.*

⁵ Proposed Appendix B.23 to the CAISO tariff.

- Incorporating the CAISO's existing liability tariff provisions by reference
- Incorporating the CAISO's existing uncontrollable forces tariff provisions by reference, and
- Miscellaneous contractual provisions including assignments, notices, governing law, records, severability, etc.

After the owner of the external generation project executes the CASSA and provides the study deposit and all technical information to the CAISO, the CAISO and the affected Participating Transmission Owner will provide an affected system study plan detailing the scope, assumptions, and duration for the affected system study.⁶ If the study ultimately determines that reliability network upgrades are required to mitigate the generator'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.⁷

The CAISO believes the CASSA and proposed tariff provisions provide a just and reasonable initial foundation for the CAISO to perform affected system studies should the need increase in the future. If the CAISO and its Participating Transmission Owners gain experience with affected system studies, the CAISO may enhance these procedures in the future.

B. Clarify Repowering Studies Language in Section 25

Section 25 of the CAISO tariff sets forth who must submit an interconnection request and when. It generally speaks to new generators and interconnection capacity expansions for online generators. However, more often the CAISO also must study "repowering" generators: online, mothballed, or retired generators seeking to modernize their equipment or replace fuel or generating technology altogether. The CAISO performs these studies under its existing tariff provisions for online generators that are modifying their facilities without increasing interconnection capacity or substantially changing the electrical characteristics upon which they were initially studied.⁸ The CAISO does *not* propose to change the availability of repowering studies or study procedures, but given the prominence repowering studies now enjoy, the CAISO proposes to call them out expressly as a study type.⁹ This will clarify existing rights for

⁶ Proposed Article 2.1 of the CASSA.

⁷ Proposed Article 2.6 of the CASSA. As an affected system, the CAISO would only require mitigation for potential reliability impacts; not deliverability impacts.

⁸ Section 25.1.2 of the CAISO tariff. Interconnection customers that seek to increase capacity or alter their generating characteristics (e.g., by converting from a synchronous resource to an asynchronous resource) must submit a cluster study, independent study, or fast track interconnection request.

⁹ Proposed Sections 25.1 and 25.1.2 of the CAISO tariff.

interconnection customers under the CAISO tariff.

Additionally, the CAISO tariff currently provides that the CAISO will issue a draft study plan to interconnection customers requesting repowering within 10 business days of receipt of the affidavit requesting repowering.¹⁰ Due to the complexity of the data received, and the desire to provide a meaningful and useful study plan, reviewing and validating the technical data generally takes longer than 10 days. To be transparent on the actual time required to produce meaningful study plans, the CAISO proposes to adjust the timeline from 10 days to 30 days from when the repowering request is deemed valid.¹¹ This will avoid the need for open-ended extensions, and provide interconnection customers a realistic timeline for receiving their repowering study plans.

C. Projects to Align Commercial Operation Dates with Power Purchase Agreements

The CAISO has two tariff provisions that could appear to be at odds. Section 8.9.2.2 of Appendix DD prohibits interconnection customers that received deliverability without a power purchase agreement from extending their commercial operation date. However, Section 6.7.5 of Appendix DD allows interconnection customers to align their commercial operation dates with their power purchase agreement delivery dates. This presents the question of whether a customer that received deliverability without a power purchase agreement, but later receives a power purchase agreement, can extend its commercial operation date to align with the power purchase agreement. The CAISO proposes to revise Section 8.9.2.2 to clarify that it can. Any customer with a power purchase agreement should be able to extend its commercial operation date to align with its power purchase agreement delivery date. The power purchase agreement demonstrates the interconnection customer is commercially viable and will achieve commercial operation. Put another way: there is little risk a customer with a power purchase agreement will horde deliverability while it lingers in queue, which was what the prohibition was designed to prevent. The CAISO believes this clarification will provide transparency to customers and clarify the tariff, consistent with the CAISO's original intent in implementing these policies.

D. Appendix U Modifications

Appendix U to the CAISO tariff provides the interconnection procedures for the remaining six serial projects in queue (received prior to 2008).¹² Appendix U has a unique process for requesting modifications prior to achieving commercial operation

¹⁰ Repowering is the process where an online, mothballed, or retired generator replaces its generating equipment with new equipment. Repowering refers to large, substantial replacement; not one-off common repairs or maintenance.

¹¹ Proposed Section 25.1.2.3 of the CAISO tariff.

¹² With the exception of one customer, all of the serial projects currently have commercial operation dates in the next two years.

because Appendix U was predicated on the previous study process: an Interconnection Feasibility Study, an Interconnection System Impact Study, and an Interconnection Facilities Study. Today all of these studies are combined into the Phase I and Phase II studies. Sections 6.4 and 7.6 of Appendix U require the CAISO to notify the serial interconnection customers to request a restudy of each of the original study processes due to higher queued projects dropping out of the queue, or a modification of a higher queued project, or redesign of the point of interconnection, or any other effective change in information which necessitates a re-study. Although they only pertain to a handful of customers, they are time-consuming and redundant with the CAISO's annual reassessment for all active interconnection customers.¹³ As such, the CAISO proposes to strike these provisions. This will align the serial projects with current practice and significantly reduce administrative burden for both the CAISO and the serial customers.

Additionally, two Appendix U tariff provisions for requesting modifications are at odds: Section 4.4.4 states the CAISO will conduct a modification study within 30 days, and Section 4.4.6 states the CAISO will conduct it in 45 days. Because the latter provision reflects the actual practice and is consistent with current modification study processes for all other interconnection customers in queue, the CAISO proposes to strike Section 4.4.4.

E. Generator Study Agreement Effective Date

When developers submit an interconnection request, the CAISO tariff requires them to execute the *pro forma* generator interconnection study process agreement, which subjects the developer to the CAISO tariff for the request. Currently, the effective date for the agreement is the date the developer *submits* it to the CAISO.¹⁴ However, the agreement is only one among many requirements to have a complete interconnection request. Not all interconnection requests become complete, and only interconnection customers with complete interconnection requests need generator interconnection study process agreements and contractual parity with the CAISO.¹⁵ The CAISO therefore proposes to revise the effective date of the generator interconnection study process agreement to the date the CAISO deems the interconnection request complete.¹⁶ This will clarify the effectiveness of the agreement and avoid any potential issues for incomplete interconnection requests.

¹³ Section 7.4 of Appendix DD to the CAISO tariff.

¹⁴ Article 12 of Appendix 3 to Appendix DD to the CAISO tariff.

¹⁵ Section 3.5.1 of Appendix DD to the CAISO tariff. If a developer does not submit a complete interconnection request, the CAISO refunds its entire study deposit expeditiously.

¹⁶ Proposed Article 12 of Appendix 3 to Appendix DD to the CAISO tariff. The CAISO also proposes to remove the rest of the article, which is redundant with Section 3.5.1 of Appendix DD to the CAISO tariff.

II. Stakeholder Process

The stakeholder process that resulted in this filing included three policy papers issued by the CAISO, three stakeholder conference calls to discuss the CAISO papers and draft tariff revisions, and three opportunities to submit written comments on the CAISO papers and the draft tariff provisions.¹⁷ All stakeholders that commented in the initiative supported or did not oppose the CAISO's proposals. The CAISO Governing Board voted to authorize the revisions in this filing during its public meetings on December 17, 2021.¹⁸

III. Effective Date

The CAISO requests an effective date of March 27, 2022, 61 days from this filing.

IV. Communications

In accordance with Rule 203(b)(3) in the Commission's Rules of Practice and Procedure,¹⁹ the CAISO respectfully requests that correspondence and other communications regarding this filing be directed to:

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V. Service

The CAISO has served copies of this filing on the California Public Utilities Commission, the California Energy Commission, and all parties with scheduling coordinator agreements under the CAISO tariff. In addition, the CAISO has posted a copy of this filing on the CAISO website.

¹⁷ Materials regarding the IPE stakeholder process are available on the CAISO website at <https://stakeholdercenter.caiso.com/StakeholderInitiatives/Contract-management-enhancements-2021>.

¹⁸ Materials related to the Board's authorization to prepare and submit this filing are available on the CAISO website at <http://www.caiso.com/informed/Pages/BoardCommittees/BoardGovernorsMeetings.aspx>. The Memoranda provided to the Board is provided in attachment D to this filing.

¹⁹ 18 C.F.R. § 385.203(b)(3).

VI. Contents of Filing

Besides this transmittal letter, this filing includes these attachments:

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|--------------|--|
| Attachment A | Clean CAISO tariff sheets incorporating this tariff amendment; |
| Attachment B | Red-lined document showing the revisions in this tariff amendment; |
| Attachment C | Final proposal; and |
| Attachment D | Board memoranda. |

VII. Conclusion

For the reasons set forth in this filing, the CAISO respectfully requests that the Commission accept the tariff revisions proposed in the filing effective March 27, 2022.

Respectfully submitted,

/s/ William H. Weaver
Roger E. Collanton
General Counsel
Sidney L. Mannheim
Assistant General Counsel
William H. Weaver
Senior Counsel

*Counsel for the California Independent System
Operator Corporation*

Attachment A – Clean Tariff
Contract Management Enhancements
California Independent System Operator Corporation
January 25, 2022

Section 25

25.1 Applicability

This Section 25 and Appendix U (the Standard Large Generator Interconnection Procedures (LGIP)), Appendix Y (the Generator Interconnection Procedures (GIP)), Appendix S (the Small Generator Interconnection Procedures (SGIP)), Appendix W, or Appendix DD (the Generator Interconnection and Deliverability Allocation Procedures (GIDAP)), as applicable, shall apply to:

- (a) each new Generating Unit that seeks to interconnect to the CAISO Controlled Grid;
- (b) each existing Generating Unit connected to the CAISO Controlled Grid that will be modified with a resulting increase in the total capability of the power plant;
- (c) each Generating Unit connected to the CAISO Controlled Grid that will be modified without increasing the total capability of the power plan but has change the electrical characteristics of the power plant such that its re-energization may violate Applicable Reliability Criteria.
- (d) each existing Generating Unit connected to the CAISO Controlled Grid whose total Generation was previously sold to a Participating TO or on-site customer but whose Generation, or any portion thereof, will now be sold in the wholesale market, subject to Section 25.1.2;
- (e) each existing Generating Unit that is a Qualifying Facility and that is converting to a Participating Generator without repowering or reconfiguring the existing Generating Unit, subject to Section 25.1.2; and
- (f) each existing Generating Unit connected to the CAISO Controlled Grid that proposes to repower its Generating Unit pursuant to Section 25.1.2.

* * * * *

25.1.2 Affidavit Requirements

If the owner of a Generating Unit described in Section 25.1(d), (e), or (f) or its designee, represents

that the total generating capability and electrical characteristics of the Generating Unit will be substantially unchanged, then that entity must submit an affidavit to the CAISO and the applicable Participating TO representing that the total generating capability and electrical characteristics of the Generating Unit have remained substantially unchanged. However, if there is any change to the total generating capability and electrical characteristics of the Generating Unit, the affidavit shall include supporting information describing any such changes and a \$50,000 deposit for the study. The CAISO, in coordination with the applicable Participating TO, will evaluate whether the total generating capability or electrical characteristics of the Generating Unit have substantially changed or will substantially change. The CAISO may engage the services of the applicable Participating TO in conducting such verification activities. Costs incurred by the CAISO and Participating TO (if any) shall be borne by the party making the request under Section 25.1.2, and such costs shall be included in a CAISO invoice for verification activities.

25.1.2.1 If the CAISO and the applicable Participating TO confirm that the electrical characteristics are substantially unchanged, then that request will not be placed into the interconnection queue. However, the owner of the Generating Unit, or its designee, will be required to execute a CAISO Generator Interconnection Agreement, as applicable. All Generation Units described in Section 25.1(d), (e), and (f) will be required to comply with the CAISO's new resource implementation process to ensure compliance with applicable tariff provisions and Applicable Reliability Criteria, as specified in the Business Practice Manuals.

* * * * *

25.1.2.3 Upon receipt of the affidavit, the complete technical data, and the deposit, the CAISO will issue a draft study plan to the Generating Unit owner within thirty (30) days. Upon receipt of an executed study plan the CAISO will commence the study. The CAISO will complete the study within ninety (90) calendar days from the date the CAISO receives the signed study plan. If the CAISO

cannot complete the study within that time period, the CAISO shall notify the Generating Unit owner and provide an estimated completion date and an explanation of the reasons why additional time is required. The CAISO will issue a final study report to the Generating Unit owner upon completion of the study. Any and all costs of the study shall be borne by the Generating Unit owner requesting the study.

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Appendix U

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4.4.4 [NOT USED]

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6.4 [NOT USED]

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7.6 [NOT USED]

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Appendix DD

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8.9.2.2 Proceeding without a Power Purchase Agreement

Interconnection Customers only may attest that they are proceeding without a power purchase agreement in the allocation cycle immediately following receipt of their Phase II Interconnection Study (without having parked). Interconnection Customers that receive TP Deliverability in this group may park only that portion of their Interconnection Request that does not receive TP Deliverability. Parked portions may receive TP Deliverability in subsequent allocation cycles from any group for which they qualify. Interconnection Customers that receive TP Deliverability allocations for less than requested may elect to reduce their capacity to the amount of TP Deliverability received following the allocation.

If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it must accept the TP Deliverability allocation and forego parking that capacity, or withdraw. If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it may not request suspension under its GIA, delay providing its notice to proceed as specified in its GIA, or modify its Commercial Operation Date beyond the earlier of (a) the date established in its Interconnection Request when it requests TP Deliverability or (b) seven (7) years from the date the CAISO received its Interconnection Request. Extensions due to Participating TO construction delays will extend these deadlines equally. Where the Interconnection Customer has executed a power purchase agreement, it may request to align its construction timeline and Commercial Operation Date for the deliverable MW capacity procured by the power purchase agreement consistent with Section 6.7.5. This change in milestones cannot impact the timing of shared Interconnection Facilities or Network Upgrades. Interconnection Customers that fail to proceed toward their Commercial Operation Date under these requirements and as specified in their GIA will be converted to Energy Only. Interconnection Customers that become Energy Only for this or any reason may not reduce their Maximum Cost Responsibility, Current Cost Responsibility, or Interconnection Financial Security for any assigned Delivery Network Upgrades 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.

This Section 8.9.2.2 does not apply to Interconnection Customers that attested to balance-sheet financing or otherwise receiving a commitment of project financing before November 27, 2018, or that do so pursuant to Section 8.9.3.1.

* * * * *

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.

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.

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Appendix DD, Appendix 3

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- 12.0 This Agreement shall become effective on the date the CAISO notifies the Interconnection Customer that the Interconnection Request is complete pursuant to Section 3.5.1 of the GIDAP.

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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 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.

ARTICLE III 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 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: _____

Attachment B – Tariff Redlines

Contract Management Enhancements

California Independent System Operator Corporation

January 25, 2022

Section 25

25.1 Applicability

This Section 25 and Appendix U (the Standard Large Generator Interconnection Procedures (LGIP)), Appendix Y (the Generator Interconnection Procedures (GIP)), Appendix S (the Small Generator Interconnection Procedures (SGIP)), Appendix W, or Appendix DD (the Generator Interconnection and Deliverability Allocation Procedures (GIDAP)), as applicable, shall apply to:

- (a) each new Generating Unit that seeks to interconnect to the CAISO Controlled Grid;
- (b) each existing Generating Unit connected to the CAISO Controlled Grid that will be modified with a resulting increase in the total capability of the power plant;
- (c) each Generating Unit connected to the CAISO Controlled Grid that will be modified without increasing the total capability of the power plan but has change the electrical characteristics of the power plant such that its re-energization may violate Applicable Reliability Criteria.
- (d) each existing Generating Unit connected to the CAISO Controlled Grid whose total Generation was previously sold to a Participating TO or on-site customer but whose Generation, or any portion thereof, will now be sold in the wholesale market, subject to Section 25.1.2; ~~and~~
- (e) each existing Generating Unit that is a Qualifying Facility and that is converting to a Participating Generator without repowering or reconfiguring the existing Generating Unit, subject to Section 25.1.2; ~~and-~~
- (f) each existing Generating Unit connected to the CAISO Controlled Grid that proposes to repower its Generating Unit pursuant to Section 25.1.2.

* * * * *

25.1.2 Affidavit Requirements

If the owner of a Generating Unit described in Section 25.1(d), ~~or~~ (e), or (f) or its designee,

represents that the total generating capability and electrical characteristics of the Generating Unit will be substantially unchanged, then that entity must submit an affidavit to the CAISO and the applicable Participating TO representing that the total generating capability and electrical characteristics of the Generating Unit have remained substantially unchanged. However, if there is any change to the total generating capability and electrical characteristics of the Generating Unit, the affidavit shall include supporting information describing any such changes and a \$50,000 deposit for the study. The CAISO, in coordination with the applicable Participating TO, will evaluate whether the total generating capability or electrical characteristics of the Generating Unit have substantially changed or will substantially change. The CAISO may engage the services of the applicable Participating TO in conducting such verification activities. Costs incurred by the CAISO and Participating TO (if any) shall be borne by the party making the request under Section 25.1.2, and such costs shall be included in a CAISO invoice for verification activities.

25.1.2.1 If the CAISO and the applicable Participating TO confirm that the electrical characteristics are substantially unchanged, then that request will not be placed into the interconnection queue. However, the owner of the Generating Unit, or its designee, will be required to execute a CAISO Generator Interconnection Agreement, as applicable. All Generation Units described in Section 25.1(d), ~~and (e)~~, ~~and (f)~~ will be required to comply with the CAISO's new resource implementation process to ensure compliance with applicable tariff provisions and Applicable Reliability Criteria, as specified in the Business Practice Manuals.

* * * * *

25.1.2.3 Upon receipt of the affidavit, the complete technical data, and the deposit, the CAISO will issue a draft study plan to the Generating Unit owner within ~~ten-thirty (30)~~ ten-thirty (30) Business Days. Upon receipt of an executed study plan the CAISO will commence the study. The CAISO will complete the study within ninety (90) calendar days from the date the CAISO receives the signed study plan.

If the CAISO cannot complete the study within that time period, the CAISO shall notify the Generating Unit owner and provide an estimated completion date and an explanation of the reasons why additional time is required. The CAISO will issue a final study report to the Generating Unit owner upon completion of the study. Any and all costs of the study shall be borne by the Generating Unit owner requesting the study.

* * * * *

Appendix U

* * * * *

4.4.4 ~~**[NOT USED]** Upon receipt of the Interconnection Customer's request for modification permitted under this LGIP Section 4.4, the CAISO shall commence and conduct or have conducted any necessary additional studies as soon as practicable, but in no event shall such studies commence later than thirty (30) calendar days after receiving notice of the Interconnection Customer's request. Any additional studies resulting from such modification shall be done at the Interconnection Customer's cost.~~

* * * * *

6.4 ~~**[NOT USED] Re-Study**~~

~~If re-study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to LGIP Section 4.4, or re-designation of the Point of Interconnection pursuant to LGIP Section 6.1, or any other effective change in information which necessitates a re-study, the CAISO shall notify the Interconnection Customer and the applicable Participating TO(s) in writing along with providing a description of the expected results of the re-study. Upon receipt of such notice, the Interconnection Customer shall provide the CAISO within ten (10) Business Days either a written request that the CAISO (i) terminate the study and withdraw the Interconnection Request; or (ii) continue the study. If the Interconnection Customer requests the CAISO to continue the study, the Interconnection Customer shall pay the CAISO an additional \$50,000 deposit for the re-study along with providing written notice for the CAISO to continue.~~

~~Such re-study shall take not longer than forty-five (45) calendar days from the date the CAISO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$50,000 deposit. The CAISO shall share applicable study results for review, provide the study results for review and comment to any other potentially impacted Participating TO(s), incorporate comments, and issue a final study to the Interconnection Customer within sixty (60) calendar days from the date the CAISO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$50,000 deposit. If the Interconnection Feasibility Study cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Any and all costs of the re-study shall be borne by the Interconnection Customer being re-studied. The CAISO will coordinate the re-study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, 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 assessment. If the actual costs of the re-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.~~

~~Notwithstanding any other provision, all refunds pursuant to this Appendix U 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.~~

* * * * *

7.6 **[NOT USED] Re-Study**

~~If re-study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, a modification of a higher queued project subject to LGIP Section 4.4, or re-designation of the Point of Interconnection pursuant to LGIP Section 7.2, or any other effective change in information which necessitates a re-study, the CAISO shall notify the Interconnection Customer in writing along with providing a description of the expected results of the re-study. Upon receipt of such notice, the Interconnection Customer shall provide the CAISO within ten (10) Business Days either a written request that the CAISO (i) terminate the study and withdraw the Interconnection Request; or (ii) continue the study. If the Interconnection Customer requests the CAISO to continue the study, the Interconnection Customer shall pay the CAISO an additional \$50,000 deposit for the re-study along with providing written notice for the CAISO to continue.~~

~~Such re-study shall take no longer than sixty (60) calendar days from the date the CAISO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$50,000 deposit. The CAISO will share applicable study results with the applicable Participating TO(s) for review and comment, and will incorporate comments into the study report. The CAISO will issue a final study report to the Interconnection Customer within eighty (80) calendar days following receipt of the Interconnection Customer's written notice to continue the study and payment of the additional \$50,000 deposit. If the Interconnection System Impact Study cannot be completed within that time period, the CAISO shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Any and all costs of re-study shall be borne by the Interconnection Customer being re-studied. The CAISO will coordinate the re-study with the Participating TO(s). The Participating TO(s) will invoice the CAISO for any assessment work within seventy-five (75) calendar days of completion of the assessment, 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 assessment. If the actual costs of the re-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.~~

~~Notwithstanding any other provision, all refunds pursuant to this Appendix U 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.~~

* * * * *

Appendix DD

* * * * *

8.9.2.2 Proceeding without a Power Purchase Agreement

Interconnection Customers only may attest that they are proceeding without a power purchase agreement in the allocation cycle immediately following receipt of their Phase II Interconnection Study (without having parked). Interconnection Customers that receive TP Deliverability in this group may park only that portion of their Interconnection Request that does not receive TP Deliverability. Parked portions may receive TP Deliverability in subsequent allocation cycles from any group for which they qualify. Interconnection Customers that receive TP Deliverability

allocations for less than requested may elect to reduce their capacity to the amount of TP Deliverability received following the allocation.

If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it must accept the TP Deliverability allocation and forego parking that capacity, or withdraw. If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it may not request suspension under its GIA, delay providing its notice to proceed as specified in its GIA, or modify its Commercial Operation Date beyond the earlier of (a) the date established in its Interconnection Request when it requests TP Deliverability or (b) seven (7) years from the date the CAISO received its Interconnection Request. Extensions due to Participating TO construction delays will extend these deadlines equally. Where the Interconnection Customer has executed a power purchase agreement, it may request to align its construction timeline and Commercial Operation Date for the deliverable MW capacity procured by the power purchase agreement consistent with Section 6.7.5. This change in milestones cannot impact the timing of shared Interconnection Facilities or Network Upgrades. Interconnection Customers that fail to proceed toward their Commercial Operation Date under these requirements and as specified in their GIA will be converted to Energy Only. Interconnection Customers that become Energy Only for this or any reason may not reduce their Maximum Cost Responsibility, Current Cost Responsibility, or Interconnection Financial Security for any assigned Delivery Network Upgrades 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.

This Section 8.9.2.2 does not apply to Interconnection Customers that attested to balance-sheet financing or otherwise receiving a commitment of project financing before November 27, 2018, or that do so pursuant to Section 8.9.3.1.

* * * * *

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.

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.

* * * * *

Appendix DD, Appendix 3

* * * * *

12.0 This Agreement shall become effective ~~upon~~ on the date the CAISO notifies the Interconnection Customer that the Interconnection Request is complete pursuant to Section 3.5.1 of the GIDAP. submission to the CAISO. If the CAISO does not receive the fully executed Agreement and deposit or other Interconnection Financial Security pursuant to Section 3.5.1 of the GIDAP, then the Interconnection Request will be deemed withdrawn upon the Interconnection Customer's receipt of written notice by the CAISO pursuant to Section 3.8 of the GIDAP.

* * * * *

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 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.

ARTICLE III **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 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: _____

Attachment C – Final Proposal
Contract Management Enhancements
California Independent System Operator Corporation
January 25, 2022



2021
Contract Management “COMA”
Enhancements Initiative

Final Proposal &
Tariff Language

November 10, 2021

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1. Introduction

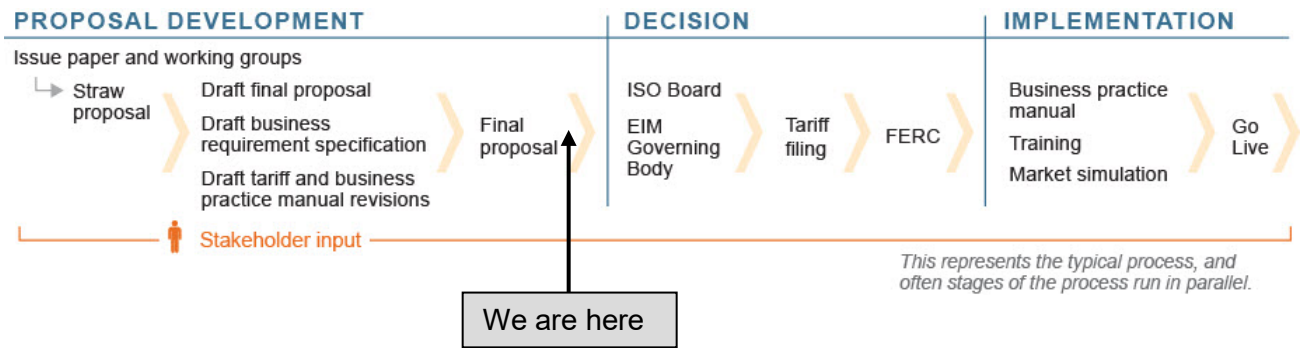
Previous iterations of the California Independent System Operator’s (CAISO) Interconnection Process Enhancement (IPE) initiative focused on the CAISO’s interconnection and deliverability allocation procedures. This 2021 Contract Management (COMA) enhancement initiative will address a subset of interconnection procedures, namely, contract and project implementation concepts. The final proposal topics fall into four broad categories: CAISO as an affected system, retirements & repowers, interconnection requests and agreements, and modifications. The Market Quality topic has been removed from the COMA initiative and will be considered for IPE or as its own initiative. The CAISO also commenced an IPE initiative to address enhancements to the generator interconnection and deliverability allocation process and procedures.

2. Stakeholder Process

The CAISO is at the “Final Proposal” stage in the 2021 COMA stakeholder process. Figure 1 below shows the current status within the overall 2021 COMA stakeholder process.

The final proposal is intended to present the scope and proposed solutions to topics based on comments received from stakeholders. The CAISO has reviewed and considered stakeholder feedback on the draft final proposal and has addressed stakeholder comments in this final proposal.

Figure 1: Stakeholder Process for 2021 COMA Stakeholder Initiative



The following schedule outlines the proposed timeline for this 2021 COMA initiative:

2021 Contract Management (COMA) enhancements initiative	
Date	Milestone
Issue Paper/Straw Proposal	
August 10, 2021	Publish Issue Paper/Straw Proposal
August 17, 2021	Stakeholder Meeting on Issue Paper
August 31, 2021	Comments Due on Issue Paper/Straw Proposal
Draft Final Proposal and Draft Tariff Language	
September 30, 2021	Publish Draft Final Proposal and Draft Tariff Language
October 7, 2021	Stakeholder Meeting on Draft Final Proposal and Draft Tariff Language
October 21, 2021	Comments Due on Draft Final Proposal and Draft Tariff Language
Final Proposal	
November 10, 2021	Publish Final Proposal
November 17, 2021	Stakeholder Meeting on Final Proposal
Board of Governors presentation and Draft BRS (if required) and Tariff Language	
December 15-16, 2021	Present proposal to CAISO Board of Governors
January 2022	FERC Filing
March 2022	FERC Order
2022 (2023 as necessary)	Policy Implementation

3. Scope

Category	Topic
Affected Systems	Development of CAISO as an Affected System Study Agreement
Retirements & Repowers	Retention of Interconnection Service - Similar to deliverability retention, the units need to commence construction or be in the queue within 3 years of retiring to retain the interconnection service in addition to its deliverability.
	Repower – time to complete and tender the repower study plan.
	Repower - Expand Section 25 to include specific repower language
Modifications	Clarification on allowing a project to extend COD if they had received TPD allocation based on <i>proceeding without a PPA</i> but then receives a PPA and wants to align their COD with that PPA.
	Allow projects to convert to Storage.
	Appendix U, Section 4.4.4 - MMA rules are different than Appendix DD, delete this section and refer to Appendix DD.
	Appendix U, Section 6.4 - Since System Impact Studies and Facility Studies have been replaced with Phase I and Phase II studies, align the timing for the re-study to be consistent with the Appendix DD study process. Change 45 calendar days to 60 calendar days.
Interconnection Request & Study Agreement	Revise Generator Interconnection Study Process Agreement (Appendix 3) effective date.

4. Affected Systems

4.1 CAISO as an Affected System process update

Background, Issue, & Proposal

The CAISO is more and more becoming an affected system impacted by generator interconnections in other balancing authority areas, and therefore needs to develop a defined process for conducting affected system studies and mitigating impacts on the CAISO grid. For example, the CAISO will need a process to collect a study deposit and study agreement to even begin affected system work. Due to need, the CAISO developed a draft agreement and study deposit. The CAISO proposes to make the CAISO as an Affected System Study Agreement a *pro forma* agreement and add an additional subsection to Appendix DD, Section 14 addressing the agreement, notification requirements, and deposit.

The draft agreement is attached as Appendix A. The proposed language for Section 14.5 of Appendix DD is as follows:

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 an Affected System Study Agreement to allow the CAISO and affected Participating TO(s) to study the impact of the interconnection. The agreement specifies the terms governing the study and payments to be made by the interconnection customer to the CAISO.

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.

Draft Final Proposal Stakeholder Input

LSA and SEIA, Six Cities, and Vistra provided comments and suggestions. Vistra provided support for this topic. Six Cities clarified its support for not reimbursing generating facilities for network upgrades needed in connection with affected system mitigations. Additionally, Six Cities provided redline suggestions to the Attachment A, CAISO as an Affected System Study Agreement (CASSA). Otherwise, LSA and SEIA would seek to defer the reimbursement topic to IPE.

CAISO Response

The primary purpose of introducing CAISO as an affected system study agreement in this COMA initiative was to establish a study agreement, a study deposit, and a process for projects to be studied. The CAISO proposes to add section 14.5 and 14.5.1 (as described above) to Appendix DD and proceed with the implementation of the CAISO as an Affected System Study Agreement as identified in Appendix A attached. Please note that the CAISO has included redline edits to

Appendix A in response to Six Cities' proposed redlines.

5. Retirements and Repowers

There are three (3) topics associated with retirements and repowers in this initiative:

1. Retention of Interconnection Service following a retirement announcement;
2. Clarifications of timing requirements for repowers
3. Updates to specific tariff language for repowers

5.1 Retention of Interconnection Service Following Retirement Approval

Background, Issue, & Proposal

Section 4.1.3 of the Participating Generator Agreement and Net Scheduled Participating Generator Agreement (individually or collectively, a "PGA") requires a Participating Generator to notify the CAISO of changes to the technical information in the agreement(s) that need to be documented in Schedule 1 of the PGA. A retirement is included in that requirement. The CAISO developed Section 12 of the BPM for Generator Management to address the various scenarios and requirements for a Participating Generator.

Upon approval of a generating unit's retirement, consistent with Section 6.1.3.4 of the BPM for Reliability Requirements, a project retains its deliverability status and allocation for exactly three years from the retirement date as follows:

To the extent a Generating Unit becomes incapable of operating at this level for any consecutive three-year period, the Generating Unit will lose its deliverability priority in an amount reflecting the loss of generating capability. The holder of the deliverability priority may retain its rights after the expiration of the three-year period if it can demonstrate that it is actively engaged in the construction of replacement generation to be connected at the bus associated with the deliverability priority. Under such circumstances, the Generating Unit developer and ISO will identify specific milestones to preserve the deliverability priority. The holder of the deliverability priority will retain only such rights that are commensurate with the size in megawatts of the replacement generation, not to exceed the amount associated with the prior Generating Unit's deliverability priority.

To retain deliverability, the generating unit(s) must be in the interconnection study process prior to the end of the three-year period, or, if the repowering scenario was chosen, the generating unit(s) must have received an approval to repower and be actively engaged in construction of the replacement generation to retain the deliverability prior to the end of the three-year period. Deliverability is maintained for the appropriate length of time by maintaining an active PGA with the CAISO. Deliverability cannot be retained indefinitely.

Similarly, interconnection service cannot be retained indefinitely.

CAISO Tariff Appendix A, Definitions, defines Interconnection Service as:

The service provided by the Participating TO and CAISO associated with interconnecting the Interconnection Customer's Generating Facility to the CAISO Controlled Grid and enabling it to receive electric Energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Large Generator Interconnection Agreement, the Participating TO's TO Tariff, and the CAISO Tariff.

For resources that have an active deliverability retention, their interconnection services are also maintained because the PGA and Generator Interconnection Agreement, for those generating units connected to the CAISO, are still active. The balancing area needs sufficient generation to meet the growing demand and renewable portfolio goals in California and cannot afford to have generator interconnections go unused if a project is not actively being developed. The CAISO proposes to clarify that Interconnection Service to the CAISO controlled grid is maintained concurrent with deliverability retention.

Projects with Energy Only (EO) deliverability status are not allocated deliverability and therefore do not have a deliverability allocation to retain following retirement. As such, in order to retain Interconnection Service, an EO resource would follow the existing retirement and 3-year retention rules and procedures identified in the tariff and BPMs cited above.

The CAISO believes these practices are prudent because they ensure network upgrades and interconnection facilities remain used and useful, which benefits the ratepayers that ultimately paid for those upgrades. The three-year retention period also incentivizes developers to utilize existing sites on a timely basis.

Draft Final Proposal Stakeholder Input

LSA and SEIA and Vistra provided comments to this topic. Vistra provided support for this topic. LSA and SEIA suggested the CAISO clarify the meaning of the term 'construction' and the options and requirements for customers to retain deliverability and interconnection service. More specifically, define that submitting an interconnection request into the queue cluster study process or Independent Study Process is sufficient, even if the 'construction' has not yet commenced, as compared to the requirement for a repower request that construction must commence prior to the three-year mark to retain deliverability and interconnection service.

CAISO Response

Section 6.1.3.4 of the BPM for Reliability Requirement states,

"The holder of the deliverability priority may retain its rights after the expiration of the three-year period if it can demonstrate that it is actively engaged in the construction of replacement generation to be connected at the bus associated with the deliverability priority".

Likewise, Section 12 of the BPM for Generator Management states,

"The effective date of Deliverability retention is the last day the Generating Unit was capable of operating. This date is the earliest: 1) the Generating Unit was forced out and not able to return to service, or 2) the Generating Unit was removed from service and not able to return to service, or 3) the SC disassociated from the Generating Unit in CAISO Masterfile, or 4) the Generating Unit requested retirement by notice to Regulatory Contracts. The Generating

Unit MWs retention of Deliverability rights commensurate with the capacity level associated with its rated Deliverability as available the last day the Generating Unit was capable of operating.”

The CAISO proposes to proceed with the retention of interconnection service policy as proposed in the draft final proposal, as described above, and will consider the concepts, including adding into the BPM that being in a study process is sufficient to retain deliverability, and other language provided by stakeholders in the BPM change management process when implementing this topic.

5.2 Clarification of study plan timing requirements for Repowers

Background, Issue, & Proposal

Section 25.1.2.3 of the CAISO tariff provides that the CAISO will issue a draft study plan to the generating unit owner within 10 business days of receipt of the affidavit requesting repowering. The process of reviewing and validating the interconnection requests and technical data often times takes longer than 10 days because this information—along with the current outages and topology of the system—need to be included in the draft study plan. As such, the CAISO proposes to remove the 10 business day requirement from the tariff. Going forward, the CAISO will coordinate with the Participating TO to validate the interconnection request and subsequently draft and tender a study plan as soon as practical following the validation of the repower interconnection request.

Draft Final Proposal Stakeholder Input

LSA and SEIA and Vistra provided comments and suggestions. LSA and SEIA appreciated and support the inclusion of their previous suggestions. Vistra further suggests that the CAISO consider including a response timeline during the validation process to protect Interconnection Customers against the risk of extended validation periods.

CAISO Response

As proposed in the Draft Final Proposal, the CAISO proposes that within thirty (30) Calendar Days after the CAISO notifies the Interconnection Customer that the Interconnection Request is deemed complete, valid, and ready to be studied, the CAISO and PTO will issue a draft study plan to the interconnection customer. The CAISO believes this is a reasonable period and consistent with similar interconnection timelines. Section 25.1.2.3 would be modified as follows:

25.1.2.3 Upon receipt of the affidavit, the complete and valid technical data, and the deposit, the CAISO will issue a draft study plan to the Generating Unit owner within ten (10) thirty (30) Business Days. The Interconnection Customer will submit the affidavit, complete and valid interconnection request and technical data, and the deposit. Within thirty (30) Calendar Days after the CAISO notifies the Interconnection Customer that the repower request package is deemed complete, valid, and ready to be studied, the CAISO and PTO will issue a draft study plan to the Interconnection Customer. Upon receipt of an executed study plan the CAISO will commence the study. The CAISO will complete the study within ninety (90) calendar days from the date the CAISO receives the signed study plan. If the CAISO cannot complete the study within that time period, the CAISO shall notify the

Generating Unit owner and provide an estimated completion date and an explanation of the reasons why additional time is required. The CAISO will issue a final study report to the Generating Unit owner upon completion of the study. Any and all costs of the study shall be borne by the Generating Unit owner requesting the study.

The CAISO understands Vistra's suggestion of including some level of commitment by the CAISO and PTO's in the response timeline during the validation review periods. However, validating these requests generally have not been significant sources of delay. The CAISO currently is implementing internal changes and processes to improve efficiency and timing for the overall management of projects. As the CAISO's internal processes evolve, the CAISO will consider including CAISO and PTO-specific response times in the BPM for Generator Management in the future.

5.3 Clarify Repower language in Section 25

Background, Issue, & Proposal

Section 25 of the CAISO tariff applies to generating units seeking to interconnect to the CAISO Controlled Grid, modifications to existing generating units, generating units that previously operated and are seeking to repower their units and retain deliverability, and a generating unit currently identified as a qualified facility and converting to a CAISO participating generator.

Upon further review, to remove ambiguity, the CAISO proposes to clarify and add specificity to the repowering section by modifying the language that refers specifically to the repowering process. Except for the other changes discussed in this document, the CAISO proposed to clarify the term "repower." Specifically, the CAISO proposes to call out repowering as an express study process where the total generating capability and electrical characteristics remain substantially unchanged. The proposed tariff changes would be as follows:

Add Section 25.1 (f):

- (f) each existing Generating Unit connected to the CAISO Controlled Grid that proposes to repower its Generating Unit, is subject to Section 25.1.2.

Revise Section 25.1.2 Affidavit Requirements:

If the owner of a Generating Unit described in Section 25.1(d), ~~or (e)~~, **or (f)**, or its designee, represents that the total generating capability and electrical characteristics of the Generating Unit will be substantially unchanged, then that entity must submit an affidavit to the CAISO and the applicable Participating TO representing that the total generating capability and electrical characteristics of the Generating Unit have remained substantially unchanged. However, if there is any change to the total generating capability and electrical characteristics of the Generating Unit, the affidavit shall include supporting information describing any such changes or proposed repowering configuration, including an Interconnection Request form, and a \$50,000 deposit for the study. The CAISO, in coordination with the applicable Participating TO, will evaluate whether the total generating capability or electrical characteristics of the Generating Unit have substantially changed or will substantially

change. The CAISO may engage the services of the applicable Participating TO in conducting such verification activities. Costs incurred by the CAISO and Participating TO (if any) shall be borne by the party making the request under Section 25.1.2, and such costs shall be included in a CAISO invoice for verification activities.

25.1.2.1 If the CAISO and the applicable Participating TO confirm that the electrical characteristics are substantially unchanged, then that request will not be placed into the interconnection queue. However, the owner of the Generating Unit, or its designee, will be required to execute a CAISO Generator Interconnection Agreement, as applicable. All Generation Units described in Section 25.1(d), **and (e) and (f)** will be required to comply with the CAISO's new resource implementation process to ensure compliance with applicable tariff provisions and Applicable Reliability Criteria, as specified in the Business Practice Manuals.

Draft Final Proposal Stakeholder Input

There were no further comments on this topic.

CAISO Response

CAISO proposes to proceed with the repower language clarifications as proposed in the draft final proposal, as described above.

6. Modifications

6.1 TP Deliverability allocation Group 3 usage of COD extensions and alignment with PPA

Background, Issue, & Proposal

Projects may seek a Transmission Plan Deliverability ("TPD") allocation annually by submitting a seeking TPD affidavit as part of one of seven groups defined in Appendix DD. Group three (3) allows projects to seek a TPD allocation by claiming they are proceeding without a power purchase agreement ("PPA") and will proceed, with certain criteria and limitations, to finance and construct the project in an efficient and timely manner. One criterion or limitation of projects that receive an allocation in group three is that they are prohibited from extending their commercial operation date ("COD") for any reason.

In the interim of being studied and developing a project, the interconnection customer may seek and execute a PPA with a prospective buyer. As such, the purchaser's timeline requirements may not align with the projects currently-proposed COD and development timeline. Currently, the proceeding without a PPA rules do not expressly exempt a COD extension to allow the project's COD to align with the PPA.

The CAISO proposes to clarify the exception to the "no COD extension" rule for group three projects by allowing a COD extension of the project to align with the COD identified in an executed and regulatory approved PPA. The CAISO is proposing the following change to Section 8.9.2.2 of Appendix DD:

If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it must accept the TP Deliverability allocation and forego parking that capacity, or withdraw. If an Interconnection Customer receives TP Deliverability on the basis that it is proceeding without a power purchase agreement, it may not request suspension under its GIA, delay providing its notice to proceed as specified in its GIA, or modify its Commercial Operation Date beyond the earlier of (a) the date established in its Interconnection Request when it requests TP Deliverability or (b) seven (7) years from the date the CAISO received its Interconnection Request. However, where the Interconnection Customer has executed a power purchase agreement, consistent with Section 6.7.5, the Interconnection Customer may request to align the construction timeline and Commercial Operation Date for the deliverable MW capacity procured by the power purchase agreement. This change in milestones cannot impact the timing of shared Network Upgrades. Extensions due to Participating TO construction delays will extend these deadlines equally. Interconnection Customers that fail to proceed toward their Commercial Operation Date under these requirements and as specified in their GIA will be converted to Energy Only. *(Continue with existing text of the paragraph.)*

Draft Final Proposal Stakeholder Input

LSA and SEIA provide their support and also suggest that projects that received a TPD allocation in Group 1 and 2 should have the same COD alignment capability.

CAISO Response

For clarification, currently, per GIDAP Section 8.9.2.2, a Group 3 project is prohibited from modifying its Commercial Operation Date beyond the earlier of (a) the date established in its Interconnection Request when it requests TP Deliverability or (b) seven (7) years from the date the CAISO received its Interconnection Request. The intent of this proposal is to clarify that a project that received a TP Deliverability allocation in Group 3 may request to align its COD beyond (a) or (b) above following the execution of a PPA consistent with GIDAP Section 6.7.5. Independently, the project still must meet the TP Deliverability retention criteria and the commercial viability criteria, if applicable.

As noted in GIDAP Section 6.7.2.4, a project may align its Commercial Operation Date with an executed power purchase agreement using the Permissible Technological Advancement (“PTA”) request process. Group 1 and 2 projects are already provided the same COD alignment opportunity. The CAISO proposes to extend the same opportunity to Group 3 projects.

Additionally, in response to LSA and SEIA’s comments, the CAISO clarifies in GIDAP Sections 6.7.2.4 and 6.7.5, and in associated BPM language, that the reference to ‘automatically’ extending the COD does not include the ‘automatic’ extension of the in-service or synchronization dates. The reference to ‘automatically extend the COD...’ means that, upon request from the Interconnection Customer via a PTA, the COD extension will be approved and any impacts or requirements to do so will be identified in the PTA results. The Interconnection Customer may request an extension of the in-service and synchronization dates via the PTA; however, in the event the PTO has initiated work or is otherwise unable to extend the in-service or synchronization dates, a MMA may be required to further evaluate extension of the in-service and synchronization milestone dates. If this scenario

were to arise, the PTA results would notify the Interconnection Customer that an MMA to extend the in-service or synchronization dates would be required. The CAISO does not expect this situation to arise often.

The CAISO will clarify this language in the respective BPM sections during the implementation of this topic in BPM change management process – specifically in Sections 6.2.1 and 6.5.2.3 of the BPM for Generator Management.

6.2 Whole project conversions to storage

Background, Issue, & Proposal

Although converting generating units to storage generally does not substantially affect the electrical characteristics, currently generating units are prohibited from completely converting from one technology to a storage generating resource. Over time, the CAISO has received a number of requests to convert projects to full storage. Based on the CAISO's experience, the CAISO is proposing to allow projects to request a 100% conversion to storage via a Material Modification Assessment or a repower request provided the electrical characteristics of the generating facility, other projects, or the transmission system will remain substantially unchanged. The MMA or repower study will evaluate such impacts. This will require a change to Section Appendix DD and BPMs as described below.

Draft Final Proposal Stakeholder Input

Vistra provided their support for this topic and asked that CAISO clarify that by whole conversion, CAISO means a generating facility may convert 'up-to' the full capacity of the generating facility to storage.

CAISO Response

Based on previous comments received and as mentioned in the Draft Final Proposal, the CAISO provided specificity that project conversions to storage would be permitted for all asynchronous machines converting to storage using the MMA, post-COD modification, or repowering process. The requirements for a MMA are that the schedule and cost are not negatively affected. In evaluating changes to scope, the CAISO would include an evaluation of any change to the electrical characteristics. The requirements for a repowering, or a post-COD modification are that the total capability and electrical characteristics remain substantially unchanged. If these requirements are not met, then the MMA, post-COD modification, or repowering would be denied and the project cannot forgo the study process.

In response to Vistra's request for clarification, the CAISO confirms and agrees that a project may convert 'up-to' the generating facility's full capacity to storage. Please see the proposed tariff language for Section 6.7.2.5 below. Based on this and previous stakeholder input, the CAISO will add updates and clarifications regarding this policy, at a minimum, in the following tariff and BPM sections:

Clarify GIDAP Section 6.7.2.5:

The CAISO will not consider the conversion of all or some capacity to energy

storage; addition of energy storage; changes to the type, number, or manufacturer of inverters; or insubstantial changes to the Generating Facility as fuel-type modifications. Interconnection Customers may request such modifications pursuant to this GIDAP.

BPM for Generator Management, Types of Modifications, Section 6.5.10, Energy Storage Capacity Conversion or Additions; and

BPM for Generator Management, Repowering, Section 13.1.1, Fuel Source will be modified through the BPM change management process to implement the tariff modification.

6.3 Appendix U, Modifications

Background, Issue, & Proposal

Section 4.4 of Appendix U provides the rules for serial projects to request modifications prior to achieving their Commercial Operations Date. With the relatively small number of serial projects in the queue and the existing modification procedures for the GIP and GIDAP already aligned, the CAISO proposes to align the serial process to be consistent. Section 4.4.4 is inconsistent with Section 4.4.6 of Appendix U and the CAISO proposes to delete Section 4.4.4 in its entirety. Specifically, the CAISO proposes to delete the following:

~~4.4.4 Upon receipt of the Interconnection Customer's request for modification permitted under this LGIP Section 4.4, the CAISO shall commence and conduct or have conducted any necessary additional studies as soon as practicable, but in no event shall such studies commence later than thirty (30) calendar days after receiving notice of the Interconnection Customer's request. Any additional studies resulting from such modification shall be done at the Interconnection Customer's cost.~~

By removing this inconsistency, the language in Section 4.4 combined with Section 4.4.6 would result in the same modification process for all Material Modification Assessments.

Draft Final Proposal Stakeholder Input

There were no further comments to this topic.

CAISO Response

CAISO proposes to proceed with the deletion of Section 4.4.4 of Appendix U as proposed in the draft final proposal, as described above.

6.4 Appendix U, Re-study timeline alignment with other studies

Background, Issue, & Proposal

Appendix U was predicated on the previous study process: an Interconnection Feasibility Study, an Interconnection System Impact Study and an Interconnection Facilities Study. Today all of these studies are combined into the Phase I and Phase II studies. Sections 6.4, 7.6, and 8.5 of Appendix

U require the CAISO to notify the interconnection customer to request a restudy of each of the original study processes due to higher queued projects dropping out of the queue, or a modification of a higher queued project, or redesign of the Point of interconnection, or any other effective change in information which necessitates a re-study. All of these changes to the queue are performed as part of the annual reassessment study in accordance with Section 7.4 of Appendix DD and the reassessment study is paid in accordance with Section 3.5.1.2 of Appendix DD, not by the Appendix U interconnection customers. The CAISO proposes to delete section 6.4 and 7.6 of Appendix U in their entirety.

Section 8.5 of Appendix U is still needed due to a FERC settlement agreement and the CAISO proposes to retain this section for that reason.

Draft Final Proposal Stakeholder Input

There were no further comments to this topic.

CAISO Response

CAISO proposes to proceed with the study timeline alignment and delete section 6.4 and 7.6 of Appendix U in their entirety as proposed in the draft final proposal, as described above.

7. Market Quality Updates

Due to stakeholder comments and feedback and the complexity of this topic, this topic will be removed from this COMA initiative and be considered in a future IPE or as a stand-alone initiative.

8. General administrative/language clarification updates

8.1 Generator Interconnection Study Process Agreement (Appendix 3) Effective Date

Background, Issue, & Proposal

Currently, the effective date of the generator interconnection study process agreement (study agreement) is the date in which it is submitted to the CAISO. Pursuant to Section 3.5.1 of GIDAP, the CAISO requires specific documentation and information to be provided in order for the interconnection request package to be deemed 'complete', including the interconnection request and study agreement. In the event the interconnection request package is deemed incomplete by April 15th, there is no opportunity to cure or otherwise be included in that year's queue cluster and, therefore, the study agreement does not become effective. The CAISO proposes to update the effective date of the study agreement to be the date that the interconnection request package is deemed complete and moves to the validation process following section 3.5.1 of GIDAP. The CAISO proposes the following language change in the Generator Interconnection Study Process Agreement for Queue Clusters, Article 12.0 as follows:

This Agreement shall become effective upon the date that the interconnection request package is deemed complete pursuant to Section 3.5.1 of the GIDAP. ~~If the CAISO does not receive the fully executed Agreement and deposit or other Interconnection Financial~~

~~Security pursuant to Section 3.5.1 of the GIDAP, then the Interconnection Request will be deemed withdrawn upon the Interconnection Customer's receipt of written notice by the CAISO pursuant to Section 3.8 of the GIDAP.~~

Draft Final Proposal Stakeholder Input

Vistra provide their support for this topic.

CAISO Response

CAISO proposes to proceed with the study agreement effective date as proposed in the draft final proposal, as described above.

9. General Comments

Lastly, in response to NextEra's comments and suggestions, the CAISO understands and appreciates the desire and drive to mitigate potential capacity shortages in the coming years. The COMA initiative is intended to implement contract-specific policy, timeline, and contract related language changes in the tariff. The CAISO does not intend to review and implement any TP Deliverability allocation and associated affidavit updates or procurement strategy and policy issues through the COMA initiative. The CAISO recommends NextEra refer to the recently-initiated IPE process for further review and analysis of the proposed changes.

10. Next Steps

The CAISO will hold a stakeholder meeting on November 17, 2021 to review the final proposal. The CAISO is not seeking stakeholder comments on the final proposal and asks stakeholders to raise any last minute comments during the stakeholder call on November 17th. The CAISO intends to seek Board approval of the proposed tariff changes at the December Board meeting.

Appendix A

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 ~~with the~~ **has submitted an** Affected System Study request ("Request") ~~submitted to the CAISO by the Generation Project Owner.~~
- 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

- 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 ~~attached~~ 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.

ARTICLE III 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 **Participating Generator-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 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 ~~Participating-Generator~~ **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: _____

Attachment D – Board Memoranda
Contract Management Enhancements
California Independent System Operator Corporation
January 25, 2022



Memorandum

To: ISO Board of Governors

From: Neil Millar, Vice President Infrastructure and Operations Planning

Date: December 9, 2021

Re: **Decision on interconnection contract management enhancements**

This memorandum requires Board action.

EXECUTIVE SUMMARY

A number of generator interconnection contract-related enhancements have been identified that update or clarify existing requirements or provide additional flexibility to generating resources. These proposals were developed through a stakeholder initiative to address these opportunities. This interconnection contract management enhancements initiative is part of California Independent System Operator Corporation's ongoing commitment to a continuous process improvement. The initiative included eight distinct proposals where Management seeks approval:

1. Implementing a new *pro forma* study agreement for when the ISO is an affected system;
2. Clarifying rights for customers to retain interconnection service rights, consistent with deliverability retention rights
3. Adjusting the timeline for the ISO to tender a repower study plan to interconnection customers
4. Clarifying tariff language between repowers and modifications;
5. Increasing a project's capability to align their commercial operation date with an executed power purchase agreement
6. Allowing projects the opportunity to be studied and convert to 100% storage
7. Aligning older "serial" project processes with current "cluster" processes
8. Revising the effective date of generator interconnection study process agreement

These proposals will clarify generator interconnection rules and enhance study processes for interconnection customers and stakeholders.

Moved, that the ISO Board of Governors approves the proposed interconnection contract management enhancements, as described in the memorandum dated December 9, 2021; and

Moved, that the ISO Board of Governors authorizes Management to make all necessary and appropriate filings with the Federal Energy Regulatory Commission to implement the proposal, including any filings that implement the overarching initiative policy but contain discrete revisions to incorporate Commission guidance in any initial ruling on the proposed tariff amendment.

DISCUSSION AND ANALYSIS

The intent of this initiative is to clarify rules and policies related to generator interconnection contracts and study processes governed by those contracts and provide administrative improvements. Management's specific proposals are as follows:

1. Implement the ISO as an Affected System Agreement

More frequently, the ISO is becoming an affected system impacted by generator interconnections in other balancing authority areas. As such, the ISO needs a defined process for conducting affected system studies and mitigating impacts on the ISO grid. Management proposes to collect a study deposit and execute a *pro forma* study agreement to begin an affected system study assessment. This will allow participating transmission owners and the ISO to study external generators' impact on the ISO grid, and more effectively determine whether any facilities or network upgrades are required to mitigate any impact on the reliability of the grid.

2. Retention of Interconnection Service

A generating facility's participating generator agreement and net scheduled participating generator agreement require a participating generator to notify the ISO of changes to the technical information in the agreements that need to be documented. Mothballing, retiring, and repowering are included in that requirement. The ISO has already developed policies on how mothballed and repowering generators may retain deliverability for a temporary period. To retain deliverability, the generator must be in the interconnection study process within three years of operation, or, if the repowering scenario was chosen, the generator must have received an approval to repower and be actively engaged in construction of the replacement generation.

To be transparent and clear to interconnection customers, Management proposes to clarify that the same rules that apply to retaining deliverability also apply to the interconnection customer's other rights under its contracts. As such, if interconnection customers wish to retain their interconnection capacity and remain in ISO study base cases, they must follow the retention rules for deliverability.

3. Repower Study Plan Timeline to Tender to Interconnection Customers

Currently, the ISO tariff provides that the ISO will issue a draft study plan to the interconnection customer within 10 business days of receipt of the affidavit requesting

repowering. Due to the complexity of the data received, and the desire to provide a meaningful and useful study plan, reviewing and validating the technical data generally takes longer than 10 days. To be transparent on the actual time required to produce meaningful study plans, Management proposes to adjust the timeline from 10 days to 30 calendar days from when the request is deemed valid.

4. Clarify Repower Language in Section 25

Section 25 of the ISO tariff sets forth who must submit an interconnection request and when. It generally speaks to new generators and capacity expansions. To remove ambiguity, Management proposes to expressly clarify the study process and applicable procedures for repowering generators. Specifically, the ISO proposes to call out repowering as a study process where the total generating capability and electrical characteristics of an online or retiring generator remain substantially unchanged. Besides the proposals in this memo, the ISO does not propose any policy or procedure changes to the repowering process. This proposal merely makes the existing policy express regarding whether repowering generators must submit a modification/repowering request or a new interconnection request.

5. Projects to Align Commercial Operation Dates with Power Purchase Agreements

Interconnection customers may seek a transmission plan deliverability allocation annually by submitting an affidavit as part of one of seven groups defined in Appendix DD to the ISO tariff. "Group three" allows projects to seek a deliverability allocation by claiming they are proceeding without a power purchase agreement and, with certain criteria and limitations, will finance and construct the project in an efficient and timely manner. One limitation of projects that receive an allocation in group three is that they are prohibited from extending their commercial operation date. However, the ISO tariff also allows interconnection customers to extend their commercial operation date to conform to their power purchase agreements. As such, if a group three interconnection customer later receives a power purchase agreement, it is ambiguous whether it can extend its commercial operation date to conform to the power purchase agreement. Because projects with power purchase agreements are at little risk of withdrawing from the queue or hoarding deliverability, Management proposes to allow group three projects to extend their commercial operation dates to align with executed and approved power purchase agreements.

6. Project Conversion to 100% Storage

Although converting generating units to storage generally does not substantially affect the electrical characteristics of the generating facility, interconnection customers currently are prohibited from completely converting from one generating technology to storage. This policy was initially developed before storage was common and was intended to avoid restudies and impacts on the queue. Over time, the ISO studied a number of partial conversions to storage, and generally has seen little need to change initial study results or potential impacts on the queue. The ISO also has seen few cases

where this would change if the conversion was total. Based on the ISO's experience, Management proposes to allow projects to request an evaluation to 100% conversion to storage using the modification or repower request, as applicable. Interconnection customers requesting such modifications still must meet the requirements of those study processes. For example, they cannot negatively impact the cost or timing of other projects among other requirements and the electrical characteristics must remain substantially unchanged. The ISO is merely lifting the blanket prohibition on requesting complete conversions for study and approval. If approved, projects may convert some or all of their project's capacity to storage. If the request is not approved based on existing modification criteria, the interconnection customer could still submit a new interconnection request or request a partial conversion.

7. Appendix U Updates

Appendix U to the ISO tariff provides the interconnection procedures for serial projects (interconnection requests received prior to 2008). Appendix U has a unique process for requesting modifications prior to achieving commercial operation. With the relatively small number of serial projects in the queue and the existing modification procedures currently being used for the cluster process, Management proposes to revise the modification rules for serial customers such that any future modifications will be based on the modification rules for all other interconnection customers in queue. By removing this inconsistency, the language applicable to serial projects would result in the same modification process for all material modification assessments. This is practical and would make modifications easier to accommodate.

Additionally, Appendix U was predicated on a serial process, and requires the ISO to notify these few remaining customers of any change that may require a serial restudy report for that customer based on earlier customers' withdrawals or modifications. Today such changes would simply be reflected in the annual reassessment. Management proposes to revise Appendix U to reflect withdrawals and other customers' modifications through the annual reassessment, similar to other interconnection customers. This change will be practical and reduce administrative burden for the customers, the ISO, and transmission owners.

8. Generator Study Agreement Effective Date

Currently, the effective date of the generator interconnection study process agreement is the date it is *submitted* to the ISO. However, the ISO requires specific documentation and information to be provided in order for the interconnection request package to be deemed complete. Not all interconnection requests become complete, and therefore, the study agreement should not become effective (as the request will not be studied and any study deposits will be refunded in full). Management proposes to update the effective date of the study agreement to be the date that the interconnection request package is *deemed complete* and moves to the validation process. This will clarify the effectiveness of the agreement and conform the study agreement to the interconnection request review process.

POSITIONS OF THE PARTIES

Management completed the issue paper/draft proposal, draft final proposal, and final proposal stakeholder outreach phases and posted the final proposal on November 10, 2021, and hosted a final stakeholder call on November 17, 2021. Stakeholders generally supported or did not oppose these proposals.

CONCLUSION

Management recommends that the Board approve this proposal. These changes are generally supported by stakeholders and were refined through a stakeholder process that addressed stakeholder comments and concerns. The proposed modifications improve the effectiveness of the interconnection and contract-related processes, improve transparency, and clarify existing policies. The proposed modifications will continue to improve the ISO's generator interconnection and contract procedures to help California and the West to interconnect new generation, add storage devices, and meet public policy goals while protecting ratepayers from undue costs.