

California Independent System Operator Corporation  
Fifth Replacement Tariff

**Appendix DD**

**Generator Interconnection and Deliverability Allocation Procedures (GIDAP)**

November 5, 2012

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## **Section 1 Objectives And Applicability**

### **1.1 Objectives And Applicability**

The objective of this Generation Interconnection and Deliverability Allocation Procedures (GIDAP) is to implement the requirements for both Small and Large Generating Facility interconnections to the CAISO Controlled Grid and to provide a process for allocating Transmission Plan Deliverability for Interconnection Requests starting with Queue Cluster 5 and for subsequent Queue Clusters. This GIDAP applies to Interconnection Requests that are either assigned to Queue Cluster 5 and subsequent Queue Clusters, or submitted for the Independent Study Process, or Fast Track Process after [effective date of tariff amendment].

## **Section 2 Scope And Application**

### **2.1 Application Of Generator Interconnection Procedures**

Sections 2 through 15 apply to processing an Interconnection Request pertaining to a Generating Facility that is either: (i) assigned to Queue Clusters 5 and subsequent Queue Clusters, or (ii) included in the Independent Study Process, or (iii) included in the Fast Track Process, after July 25, 2012 pursuant to the terms of this CAISO Tariff for the performance of its Interconnection Studies.

### **2.2 Comparability**

The CAISO shall receive, process, and analyze Interconnection Requests in a timely manner as set forth in this GIDAP. The CAISO will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers as set forth in this GIDAP, whether the Generating Facilities are owned by a Participating TO, its subsidiaries, or Affiliates or others.

### **2.3 Interconnection Base Case Data**

For each Interconnection Study Cycle, the CAISO, in coordination with applicable Participating TO(s), shall publish updated Interconnection Base Case Data, including, as applicable, separate Interconnection Base Case Data for each Group Study to reflect system conditions particular to the Group Study, to a secured section of the CAISO Website: (1) prior to the Phase I Interconnection Study with the Generation reflected in valid Interconnection Requests for the Interconnection Study Cycle, as well as all Generation reflected in the Interconnection Requests in the Independent Study Process that entered the CAISO's interconnection queue prior to the creation of the Base Case, along with any associated transmission upgrades or additions; (2) after the Phase I Interconnection Study with the Generation reflected in valid Interconnection Requests submitted in the Cluster Application Window for the Interconnection Study Cycle, and the identified preliminary transmission upgrades or additions, as well as all Generation reflected in the Interconnection Requests in the Independent Study Process that entered the CAISO's interconnection queue prior to the creation of the Base Case, along with any associated transmission upgrades or additions; (3) prior to the Phase II Interconnection Study, including all remaining Generation from the Phase I Interconnection Study for the Interconnection Study Cycle, as well as all Generation reflected in the Interconnection Requests in the Independent Study Process that entered the CAISO's interconnection queue prior to the creation of the Base Case, along with any associated transmission upgrades or additions; and (4) after the Phase II Interconnection Study, including all remaining Generation from the applicable Phase I Interconnection Study and the identified transmission upgrades and additions for the Interconnection Study Cycle, as

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well as all Generation reflected in the Interconnection Requests in the Independent Study Process that entered the CAISO's interconnection queue prior to the creation of the Base Case, along with any associated transmission upgrades or additions.

Interconnection Base Case Data shall include information subject to the confidentiality provisions in Section 15.1.

The CAISO shall require current and former Interconnection Customers, Market Participants, and electric utility regulatory agencies within California to sign a CAISO confidentiality agreement and, where the current or former Interconnection Customer or Market Participant is not a member of WECC, or its successor, an appropriate form of agreement with WECC, or its successor, as necessary. All other entities or persons seeking Interconnection Base Case Data must satisfy the foregoing requirements as well as all requirements under 18 C.F.R. Section 388.113 for obtaining the release of Critical Energy Infrastructure Information (as that term is defined by FERC).

**2.4 Interconnection Service And Studies**

**2.4.1 No Applicability to Transmission Service.**

Nothing in this GIDAP shall constitute a request for transmission service or confer upon an Interconnection Customer any right to receive transmission service.

**2.4.2 The Product.**

Interconnection Service allows the Interconnection Customer to connect the Generating Facility to the CAISO Controlled Grid and be eligible to deliver the Generating Facility's output using the available capacity of the CAISO Controlled Grid. Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or point of delivery or rights to any specific MW of available capacity on the CAISO Controlled Grid.

**2.4.3 The Interconnection Studies.**

For Interconnection Requests in Queue Cluster 5 and subsequent Queue Clusters, the Interconnection Studies consist of a Phase I Interconnection Study, a reassessment conducted prior to the commencement of a Phase II Interconnection Study, a Phase II Interconnection Study, and an update to the Phase II Interconnection Study report to reflect the results of a reassessment conducted after the TP Deliverability allocation process for the Queue Cluster.

For Interconnection Requests processed under the Independent Study Process, the Interconnection Studies consist of a System Impact Study, a Facilities Study, and, as applicable to Full Capacity or Partial Capacity Deliverability Status, Phase I and Phase II Interconnection Studies and a reassessment.

**2.4.3.1 The Phase I Interconnection Studies**

The Phase I Interconnection Studies for Queue Cluster Generating Facilities will include, but not be limited to, short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The Phase I Interconnection Studies will identify direct Interconnection Facilities and required Reliability Network Upgrades necessary to interconnect the

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Generating Facility, mitigate thermal overloads and voltage violations, and address short circuit, stability, and reliability issues associated with the requested Interconnection Service. The Phase I Interconnection Studies will also identify LDNU for Generating Facilities, including those being processed under the Independent Study Process, that have selected Full Capacity or Partial Capacity Deliverability Status. Such LDNU shall be identified in accordance with the On-Peak Deliverability Assessment set forth in Section 6.3.2. The Phase I Interconnection Studies will also provide cost estimates for ADNUs, as described in Section 6.3.2.1.2. The Phase I Interconnection Study report shall include cost estimates for RNUs, LDNUs, ADNUs and Participating TOs Interconnection Facilities that shall, as applicable, establish the basis for the initial Interconnection Financial Security postings under Section 11.2.

**2.4.3.2 The Reassessment Prior to Phase II Interconnection Studies**

Before undertaking the Phase II Interconnection Studies, the CAISO will conduct a reassessment, as specified in Section 7.4, to conform the Base Case and Interconnection Base Case Data to account for later conditions since the CAISO performed the Phase II Interconnection Study in the prior Interconnection Study Cycle,

**2.4.3.3 The Phase II Interconnection Studies**

The Phase II Interconnection Studies will include, but not be limited to, short circuit/fault duty, steady state (thermal and voltage) and stability analyses, and will identify direct Interconnection Facilities and required RNUs necessary to interconnect the Generating Facility, mitigate thermal overloads and voltage violations, and address short circuit, stability, and reliability issues associated with the requested Interconnection Service. The Phase II Interconnection Studies shall identify LDNUs for Generating Facilities participating in Phase II (including those being processed under the Independent Study Process) that have elected Full Capacity or Partial Capacity Deliverability Status, and ADNUs for Interconnection Customers selecting Option (B) in accordance with Section 7.2.

The Phase II Interconnection Study report shall also set forth the applicable cost estimates for RNUs, LDNUs, ADNUs and Participating TOs Interconnection Facilities that shall, as applicable, establish the basis for the second and third Interconnection Financial Security postings under Section 11.3.

Where an Interconnection Study report identifies specific transmission facilities for Network Upgrade or Interconnection Facilities, the cost estimates determined in accordance with Section 6.4 will be set forth in present dollar costs as well as time-adjusted dollar costs, adjusted to the estimated year of expenditure for construction of the components being constructed.

**2.4.3.4 Update Following TP Deliverability Allocation Process**

Following the completion of Phase II Interconnection Studies for the Queue Cluster and provision by the ISO of the results to Interconnection Customers in the Queue Cluster, the ISO will perform the allocation of TP Deliverability to eligible Generating Facilities in accordance with Section 8.9. Based on the results of the allocation process and the responses to those results as reported by affected Interconnection Customers to the ISO, the ISO will provide updates where needed to the Phase II Interconnection Study reports

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of affected Interconnection Customers. The update to the Phase II Interconnection Study report provided under this section shall not extend the time for the second Interconnection Financial Security posting under Section 11.3.

### **Section 3 Interconnection Requests**

#### **3.1 General**

Pursuant to CAISO Tariff Section 25.1, an Interconnection Customer shall submit to the CAISO an Interconnection Request in the form of Appendix 1 to this GIDAP. The CAISO will forward a copy of the Interconnection Request to the applicable Participating TO within five (5) Business Days of receipt.

The Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. The Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

#### **3.2 Roles And Responsibilities**

- (a) Each Interconnection Request will be subject to the direction and oversight of the CAISO. The CAISO will conduct or cause to be performed the required Interconnection Studies and any additional studies the CAISO determines to be reasonably necessary, and will direct the applicable Participating TO to perform portions of studies where the Participating TO has specific and non-transferable expertise or data and can conduct the studies more efficiently and cost effectively than the CAISO. The CAISO will coordinate with Affected System Operators in accordance with Section 3.7.
- (b) The CAISO will complete or cause to be completed all studies as required within the timelines provided in this. Any portion of the studies performed at the direction of the CAISO by the Participating TOs or by a third party shall also be completed within timelines provided in this GIDAP.
- (c) The CAISO has established a pro forma Roles and Responsibilities Agreement, attached hereto as Appendix 4 and incorporated herein by reference, for execution by the CAISO and the applicable Participating TOs.
- (d) Each Interconnection Customer shall pay the actual costs of all Interconnection Studies, and any additional studies the CAISO determines to be reasonably necessary in response to the Interconnection Request. The CAISO shall reimburse the Participating TO for the actual cost of any portion of all Interconnection Studies that such Participating TO performs at the direction of the CAISO.

#### **3.3 Timing for Submitting Interconnection Requests**

##### **3.3.1 Timing for Submitting Interconnection Requests for a Queue Cluster**

Except for Interconnection Customers requesting processing under the Independent Study Process or Fast Track Process, Interconnection Requests must be submitted during a Cluster Application Window. The Cluster Application Windows for Queue Cluster 5 were open from October 15, 2011 to November 15, 2011 and March 1, 2012 to March 31, 2012. Starting with Queue Cluster 6, a single Cluster Application Window will

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open on April 1 and close on April 30 of each year. If any date set forth in this section is not a Business Day, then the applicable date shall be the next Business Day.

**3.3.2 Timing for Submitting Interconnection Requests for Independent Study Process and Fast Track Process**

Interconnection Customers may submit Interconnection Requests for processing under the Independent Study Process or the Fast Track Process at any time during the year.

**3.4 [Not Used]**

**3.5 Processing of Interconnection Requests**

**3.5.1 Initiating an Interconnection Request.**

To initiate an Interconnection Request, except as set forth for the Fast Track Process in Section 5, and have the Interconnection Request considered for validation under Section 3.5.2, the Interconnection Customer must submit all of the following during the Cluster Application Window, or at any time during the year for proposed Generating Facilities applying for processing under the Independent Study Process:

- (i) An Interconnection Study Deposit equal to \$50,000 plus \$1,000 per MW of electrical output of the Generating Facility, up to a maximum of \$250,000.
- (ii) A completed application in the form of Appendix 1, including requested Deliverability status, requested study process (either Queue Cluster or Independent Study Process), preferred Point of Interconnection and voltage level, and all other required technical data.
- (iii) Demonstration of Site Exclusivity or, for Interconnection Requests in a Queue Cluster, a posting of a Site Exclusivity Deposit of \$100,000 for a Small Generating Facility or \$250,000 for a Large Generating Facility. The demonstration of Site Exclusivity, at a minimum, must be through the Commercial Operation Date of the new Generating Facility or increase in capacity of the existing Generating Facility.

**3.5.1.1 Use of Interconnection Study Deposit.**

The CAISO shall deposit all Interconnection Study Deposits in an interest bearing account at a bank or financial institution designated by the CAISO. The Interconnection Study Deposit shall be applied to pay for prudent costs incurred by the CAISO, the Participating TOs, or third parties at the direction of the CAISO or Participating TOs, as applicable, to perform and administer the Interconnection Studies and to meet and otherwise communicate with Interconnection Customers with respect to their Interconnection Requests.

Except for proposed Generating Facilities processed under the Fast Track Process set forth in Section 5, the Interconnection Study Deposits shall be refundable as follows:

- (a) Should an Interconnection Request be withdrawn by the Interconnection Customer or be deemed withdrawn by the CAISO by written notice under Section 3.8 on or before thirty (30) calendar days following the Scoping Meeting, the CAISO shall refund to the Interconnection Customer any portion of the

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Interconnection Customer's Interconnection Study Deposit, including interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal, that exceed the costs the CAISO, Participating TOs, and third parties have incurred on the Interconnection Customer's behalf.

- (b) Should an Interconnection Request made under Section 3.5.1 be withdrawn by the Interconnection Customer or be deemed withdrawn by the CAISO by written notice under Section 3.8 more than thirty (30) calendar days after the Scoping Meeting, but on or before thirty (30) calendar days following the Results Meeting (or the latest date permitted under this for a Results Meeting if a customer elects not to have a Results Meeting) for the Phase I Interconnection Study or the System Impact Study for Generating Facilities processed under the Independent Study Process, the CAISO shall refund to the Interconnection Customer the difference between (i) the Interconnection Customer's Interconnection Study Deposit and (ii) the greater of the costs the CAISO and Participating TOs have incurred on the Interconnection Customer's behalf or one-half of the original Interconnection Study Deposit up to a maximum of \$100,000, including interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal.

Interconnection Customers in Queue Cluster 5 who have provided the Study Deposit may receive a refund of the Interconnection Study Deposit, less actual costs expended on the Interconnection Studies to date, by withdrawing from the Queue within ten (10) calendar days after July 25, 2012.

- (c) Should an Interconnection Request be withdrawn by the Interconnection Customer or be deemed withdrawn by the CAISO by written notice under Section 3.8 at any time more than thirty (30) calendar days after the Results Meeting (or the latest date permitted for a Results Meeting if a customer elects not to have a Results Meeting) for the Phase I Interconnection Study, or the System Impact Study for proposed Generating Facilities processed under the Independent Study Process, the Interconnection Study Deposit shall be non-refundable.
- (d) Upon execution of a GIA by an Interconnection Customer, the CAISO and the applicable Participating TOs, or the approval by FERC of an unexecuted GIA, the CAISO shall refund to the Interconnection Customer any portion of the Interconnection Customer's Interconnection Study Deposit, including interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal, that exceeds the costs the CAISO, Participating TOs, and third parties have incurred on the Interconnection Customer's behalf.

Notwithstanding the foregoing, an Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request during an Interconnection Study Cycle shall be obligated to pay to the CAISO all costs in excess of the Interconnection Study Deposit that have been prudently incurred or irrevocably have been committed to be incurred with respect to that Interconnection Request prior to withdrawal. The CAISO will reimburse the applicable Participating TO(s) or third parties, as applicable, for all work performed on behalf of the withdrawn Interconnection Request at the CAISO's direction.

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The Interconnection Customer must pay all monies due before it is allowed to obtain any Interconnection Study data or results.

All non-refundable portions of the Interconnection Study Deposit that exceed the costs the CAISO, Participating TOs, or third parties have incurred on the Interconnection Customer's behalf shall be treated in accordance with CAISO Tariff Section 37.9.4.

**3.5.1.2 Obligation for Study Costs.**

Except as otherwise provided in Section 3.5.1.1, the CAISO shall charge and the Interconnection Customer(s) shall pay the actual costs of the Interconnection Studies. Where an Interconnection Study is performed by means of a Group Study, the cost of the Group Study will be charged pro rata to each Interconnection Request assigned to the Group Study. The cost of Interconnection Studies performed for an individual Interconnection Request, not part of a Group Study, will be charged solely to the Interconnection Customer that submitted the Interconnection Request.

The Participating TO and any third parties performing work on the Interconnection Customer's behalf shall invoice the CAISO for such work, and the CAISO shall issue invoices for Interconnection Studies that shall include a detailed and itemized accounting of the cost of each Interconnection Study. The CAISO shall draw from the Interconnection Study Deposit any undisputed costs within thirty (30) calendar days of issuance of an invoice. Whenever the actual cost of performing the Interconnection Studies exceeds the Interconnection Study Deposit, the Interconnection Customer shall pay the undisputed difference in accordance with the CAISO issued invoice within thirty (30) calendar days. The CAISO shall not be obligated to continue to have any studies conducted unless the Interconnection Customer has paid all undisputed amounts in compliance herewith. In the event an Interconnection Study, or portions thereof, is performed by the CAISO, the Interconnection Customer shall pay only the costs of those activities performed by the Participating TO to adequately review or validate that Interconnection Study or portions thereof.

**3.5.1.3 Use of Site Exclusivity Deposit.**

The CAISO shall deposit all Site Exclusivity Deposits in an interest bearing account at a bank or financial institution designated by the CAISO. The Site Exclusivity Deposit shall be refundable to the Interconnection Customer at any time upon demonstration of Site Exclusivity or the Interconnection Request is withdrawn by the Interconnection Customer or deemed withdrawn by the CAISO by written notice under Section 3.8. The refund of the Site Exclusivity Deposit shall include interest earned at the rate provided for in the interest-bearing account from the date of deposit to the date of withdrawal. The Site Exclusivity Deposit shall continue to be required after the Interconnection Customer either executes a GIA or requests the filing of an unexecuted GIA under Section 13 if Site Exclusivity has not been demonstrated.

**3.5.1.4 Proposed Commercial Operation Date.**

The proposed Commercial Operation Date of the new Generating Facility or increase in capacity of the existing Generating Facility shall not exceed seven years from the date the Interconnection Request is received by the CAISO, unless the Interconnection Customer demonstrates, and the applicable Participating TO(s) and the CAISO agree,



























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informing such third parties of the time and place of the scheduled Scoping Meeting as soon as practicable.

The purpose of the Scoping Meeting shall be to discuss reasonable Commercial Operation Dates and alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection and eliminate alternatives given resources and available information. The applicable Participating TO(s) and the CAISO will bring to the meeting, as reasonably necessary to accomplish its purpose, the following: (a) such already available technical data, including, but not limited to, (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues, and (b) general information regarding the number, location, and capacity of other Interconnection Requests in the Interconnection Study Cycle that may potentially form a Group Study with the Interconnection Customer's Interconnection Request.

The Interconnection Customer will bring to the Scoping Meeting, in addition to the technical data in Attachment A to Appendix 1, any system studies previously performed. The applicable Participating TO(s), the CAISO and the Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, the Interconnection Customer shall designate its Point of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

The CAISO shall prepare minutes from the meeting, and provide the Interconnection Customer and the other attendees an opportunity to confirm the accuracy thereof, that will include, at a minimum, discussions among the applicable Participating TO(s) and the CAISO of the expected results and a good faith estimate of the costs for the Phase I Interconnection Study.

**6.1.3 Grouping Interconnection Requests**

At the CAISO's option, and in coordination with the applicable Participating TO(s), Interconnection Requests received during the Cluster Application Window for a particular year may be studied individually or in a Group Study for the purpose of conducting one or more of the analyses forming the Interconnection Studies. For each Interconnection Study within an Interconnection Study Cycle, the CAISO may develop one or more Group Studies. A Group Study will include, at the CAISO's sole judgment after coordination with the applicable Participating TO(s), Interconnection Requests that electrically affect one another with respect to the analysis being performed and the annual Transmission Plan, without regard to the nature of the underlying Interconnection Service. The CAISO may also, in its sole judgment after coordination with the applicable Participating TO(s), conduct an Interconnection Study for an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Generating Facility from other Generating Facilities with Interconnection Requests in the Cluster Application Window for a particular year.





































































































































**3.3 Transmission Owners' Right to Participation in Studies, Committees and Meetings:**

- 3.3.1** In the event that an Interconnection Customer proposes to interconnect a Generating Facility with the PTO's facilities, or the PTO is an owner of an affected system, the PTO shall have the right to participate in any Interconnection Study or any other study conducted in connection with such request for Interconnection Service. "Participate" in this Section 3.3.1 means physically perform any study or portion thereof in connection with an Interconnection Request, under the direction and oversight of, and approval by, the CAISO pursuant to Section 3.4 of this Agreement; provide or receive input, data or other information regarding any study or portion thereof consistent with Section 3.4 of this Agreement; and, when any study or portion thereof in connection with an Interconnection Request is physically performed by an entity other than the PTO, perform activities necessary to adequately review or validate, as appropriate, any results of the study or portions thereof and provide recommendations.
- 3.3.2** In the event that an Interconnection Customer proposes to interconnect a Generating Facility with the PTO's facilities, or the PTO is an owner of an affected system, the PTO shall have the right to participate in all meetings expressly established pursuant to the CAISO. As appropriate, the PTO may participate in all other material or substantive communications in connection with an Interconnection Request.

**3.4 Interconnection Study Responsibility Allocation:** In complying with its responsibility for conducting or causing to be performed Interconnection Studies, the CAISO will assign responsibility for performance of portions of the Interconnection Studies to the PTO, under the direction and oversight of, and approval by, the CAISO, as set forth in Attachment A, except as specifically qualified as follows:

- 3.4.1** For any tasks specifically assigned to the PTO pursuant to Attachment A or otherwise mutually agreed upon by the CAISO and the PTO, the CAISO reserves the right, on a case-by-case basis, to perform or reassign to a mutually agreed upon and pre-qualified contractor such task only where: (a) the quality and accuracy of prior PTO Interconnection Study work product resulting from assigned tasks has been deemed deficient by the CAISO, the CAISO has notified the PTO pursuant to the notice provision of Section 4.16 of this Agreement in writing of the deficiency, and the deficiency has not been cured pursuant to Section 3.4.2 of this Agreement; (b) the timeliness of PTO Interconnection Study work product has been deemed deficient, and either (i) the CAISO has not been notified of the reasons and actions taken to address the timeliness of the work, or (ii) if notified, the stated reasons and actions taken are insufficient or unjustifiable and the PTO has not cured the deficiency pursuant to Section 3.4.2 of this Agreement; (c) the PTO has failed, in a mutually agreed upon timeframe, to provide the CAISO with information or data related to an Interconnection Request despite a written request by the CAISO, pursuant to Section 3.5 hereof, to do so, and such data is the responsibility of the PTO to provide to the CAISO, subject to Section 4.3 of this Agreement; (d) the PTO advises the CAISO in writing that it does not have the resources to adequately or timely perform the task according to the applicable timelines set forth in Attachment A; or (e) the estimated cost of the PTO performing the task has been determined in writing by the CAISO to significantly exceed the cost of the CAISO or mutually agreed upon contractor performing the task, inclusive of the costs that will be incurred by the PTO in exercising its review rights of the results of any such tasks performed by such third party(ies). If the CAISO deviates from the assignments set forth in Attachment A based on the foregoing factors, the

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CAISO will provide the PTO with a written explanation for the deviation and any associated reassignments of work. The PTO may contest the deviation pursuant to the Dispute Resolution procedures set forth in Section 4.1 of this Agreement.

Task(s) may only be reassigned in accordance with this Section 3.4.1 where the PTO has been deemed to be deficient in relation to that (those) particular task(s).

**3.4.2 Cure for reassigned Interconnection Study work**

The CAISO shall not reassign task(s) without the opportunity to cure, as specified in Section 3.4.1 of this Agreement. The following actions will serve to cure the deficiencies and result in restoring the assignment(s) as provided in Attachment A:

- (a) The CAISO and PTO shall negotiate in good faith and agree to a corrective action plan proposed by the PTO, including a reasonably adequate cure period, and the corrective action plan is satisfactorily implemented.
- (b) The CAISO determines the deficiency is cured without an action plan.

**3.4.3 Assessment of prior PTO Interconnection Study work shall only be based on work conducted under the process that becomes effective concurrent with the effective date of this Agreement. Further, assessment of prior PTO Interconnection Study work shall be based on work conducted no earlier than the eighteen (18) month period prior to the date of the CAISO notice of deviation from assignments set forth in Attachment A to this Agreement.**

- 3.5 Information Exchange:** The PTO shall provide the CAISO, subject to confidentiality requirements in Section 4.3 of this Agreement, with any documentation or data requested by the CAISO reasonably necessary to permit the CAISO to perform, review, validate and approve any Interconnection Study, or portion thereof, performed by the PTO. The CAISO shall provide the PTO with any documentation or data requested by the PTO, subject to confidentiality requirements in Section 4.3 of this Agreement, reasonably necessary to perform, review, and validate any Interconnection Study, or portion thereof.
- 3.6 Consistency with Provisions for Centralized Interconnection Study Process:** The CAISO and PTO have determined that the processes and allocation of responsibilities in Section 3.4 of this Agreement ensure that impacts to the CAISO Controlled Grid are independently assessed and that the assignment of responsibilities minimizes handoffs, takes advantage of non-transferable skills, and promotes the efficiency and cost-effectiveness of the centralized Interconnection Study processes, consistent with Section 3.2.
- 3.7 Re-Studies:** If any re-studies are required, the CAISO will confer with the PTO as to the need for a re-study. The CAISO will make the final determination regarding the need for a re-study, subject to dispute resolution procedures.
- 3.8 Use of Contractors:** Nothing in this Agreement shall prevent either the CAISO or the PTO from using qualified, mutually agreed upon third party contractors to meet that Party's rights or obligations under this Agreement or the . To promote the efficiency of the process, the CAISO and PTO will collaborate to identify a list of the mutually agreed to qualified contractors available to the Parties.
- 3.9 Performance Standards:** Each Party shall perform all of its obligations under the GIDAP, this Agreement, and any FERC approved Interconnection Study procedures that may be adopted by the CAISO to implement the GIDAP or this Agreement in accordance with

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Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.

- 3.10** Recovery of Costs: In accordance with Section 3.5.1 of the GIDAP, the PTO shall recover all actual costs from the CAISO incurred in performing Interconnection Studies or portions thereof assigned to it by the CAISO, including all costs incurred in exercising its right to review, and make recommendations on, Interconnection Studies or portions thereof performed by the CAISO and/or contractors under Section 3.8 of this Agreement.

**4 GENERAL TERMS AND CONDITIONS**

- 4.1** Dispute Resolution: In the event any dispute regarding the terms, conditions, and performance of this Agreement is not settled informally, the Parties shall follow the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff.
- 4.2** Liability: No Party to this Agreement shall be liable to any other Party for any direct, indirect, special, incidental or consequential losses, damages, claims, liabilities, costs or expenses (including attorneys fees and court costs) arising from the performance or non-performance of its obligations under this Agreement regardless of the cause (including intentional action, willful action, gross or ordinary negligence, or force majeure); provided, however, that a Party may seek equitable or other non-monetary relief as may be necessary to enforce this Agreement and that damages for which a Party may be liable to another Party under another agreement will not be considered damages under this Agreement.
- 4.3** Confidentiality: Confidential Information shall be treated in accordance with Section 14.1 of the GIDAP.
- 4.4** Binding Effect: This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 4.5** Conflicts: In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 4.6** Rules of Interpretation: This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section, Attachment, or Appendix means such Article or Section of this Agreement or such Attachment or Appendix to this Agreement, or such Section of the or such Appendix to the , as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

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- 4.7** Entire Agreement: This Agreement, including all Attachments hereto, constitutes the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 4.8** No Third Party Beneficiaries: This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 4.9** Waiver: The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing. Any waivers at any time by any 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.
- 4.10** Headings: The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 4.11** Multiple Counterparts: This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 4.12** Modification by the Parties: The Parties may amend this Agreement and any Appendices to this Agreement only (1) by mutual agreement of the Parties by a written instrument duly executed by the Parties, subject to FERC approval or (2) upon the issuance of a FERC order, pursuant to Section 206 of the Federal Power Act. It is the Parties' intent that FERC's right to change any provision of this Agreement shall be limited to the maximum extent permissible by law and that any such change, if permissible, shall be in accordance with the Mobile-Sierra public interest standard applicable to fixed rate agreements. *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956). Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations. Notwithstanding the foregoing, Attachment B (Notices) may be modified as set forth in Section 4.15 of this Agreement, and the CAISO and the PTO may from time to time mutually agree to deviate from Attachment A in accordance with the provisions of this Agreement, however, such deviation shall be subject to Section 4.9 of this Agreement and not considered a course of dealing.
- 4.13** 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

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on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

- 4.14** Assignment: This Agreement may be assigned by a Party only with the written consent of the other Parties; provided that a Party may assign this Agreement without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 4.15** Notices: Any notice, demand, or request provided in this Agreement, or served, given, or made in connection with it, will be in writing and deemed properly served, given, or made if delivered in person, transmitted by facsimile, or sent by United States mail, postage prepaid, to the persons specified in Attachment B hereto unless otherwise provided in this Agreement. Any Party may at any time, by notice to all other Parties, change the designation or address of the person specified in Attachment B as the person who receives notices pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals, each of which shall constitute and be an original effective agreement among the Parties.

**California Independent System Operator Corporation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[NAME OF PTO]**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**INTERCONNECTION STUDY RESPONSIBILITY ALLOCATION**

Description of Generator Interconnection Process: Roles and Responsibilities of CAISO and PTOs.

Purpose: This Attachment A to the "AGREEMENT FOR THE ALLOCATION OF RESPONSIBILITIES WITH REGARD TO GENERATOR INTERCONNECTION PROCEDURES AND INTERCONNECTION STUDY AGREEMENTS" serves as further clarification of the roles and responsibilities of the parties to this Agreement. The CAISO will assign responsibility for performance of portions of the Interconnection Studies to the relevant PTOs, under the direction and oversight of, and approval by, the CAISO, as set forth in this Attachment A. This document serves as a general overview of only the roles and responsibilities as between the CAISO and PTOs. This Agreement does not include the process steps, involvement or obligations of the Interconnection Customer (IC). This Agreement is not inclusive of all procedures necessary to comply with all provisions of the GIA, and Generator Interconnection Study Process Agreement for Queue Clusters.

**Interconnection Request (IR) Process**

1. CAISO forwards the IR to the PTO within three (3) Business Days (BD) of receipt of IR from Interconnection Customer (IC)
2. PTO(s) provides any feedback regarding IR to CAISO within 3 BD
3. CAISO distributes draft Scoping Meeting minutes for review within 5 BD of Scoping Meeting.
4. PTO(s) provide any comments to the Scoping Meeting minutes within 2 BD of receipt of draft Scoping Meeting minutes.
5. CAISO issues the final Scoping Meeting minutes within 3 BD of receipt of comments.

**Phase I Interconnection Study Timeline**


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<b>Line</b>	<b>Phase I Cluster Study</b>	<b>Typical Calendar Days</b>	<b>Timeline (Days)</b>
1	CAISO and PTOs develop initial Generating Facility groups for initial Dispatch assumptions and cost allocation purposes (except for thermal overload and short circuit mitigation).	1	1
2	PTOs develop draft Base Cases, each representing all Generating Facilities in the queue cluster, and deliver to CAISO.	14	2-15
3	PTO develops preferred and alternative, if applicable, direct interconnection plans, including the need for an Interconnection Grid Substation (IGS).	14	2-15
4	CAISO reviews and approves direct interconnection plans and change files.	5	16-20
5	CAISO updates deliverability base case. PTOs update reliability base cases. PTOs develop draft contingency lists.	10	21-30
6	CAISO reviews and approves reliability base cases and contingency lists.	5	31-35
7	CAISO performs peak Deliverability Assessment identifying constrained facilities and prepares results summary.	21	36-56
8	At the CAISO's direction, the PTOs perform the off-peak Load Flow, and summer peak and off-peak Post Transient and Stability analyses and submits draft study results to CAISO for review and direction.	21	36-56
9	CAISO and PTOs develop mitigation plans and determine RNU and LDNU	21	57-77
10	CAISO develops deliverability base case with TP upgrades only.	7	78-84
11	CAISO performs deliverability assessment for the purpose of determining incremental ADNUs and proposes ADNU.	21	85-105
12	CAISO and PTOs finalize ADNU.	14	106-119
13	CAISO develops shift factors for cost allocation purposes of all Network Upgrades and usage of previously triggered Network Upgrades.	7	120-126
14	CAISO performs off-peak deliverability assessment.	14	127-140
<b>Short Circuit Duty</b>			
15	CAISO coordinates with other potentially affected facility owners <sup>1</sup> .	n/a	n/a
16	CAISO directs PTO to develop Base Case and run short circuit analysis.	106	21-126
17	PTO performs facilities review. (Note: possibly for feedback into the power flow studies and PTO mitigation plans.)	14	127-140
18	PTO prepares draft study results and submits to the CAISO for review and direction.	14	141-154
<b>Facility cost estimates and schedules</b>			
19	At the CAISO's direction, PTO(s) prepares cost	134	21-154

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	estimates and schedules for the direct assignment facilities and Network Upgrades identified in the power flow, short circuit duty, post transient, and stability studies.		
<b>Study Report</b>			
20	At the CAISO’s direction, PTO(s) prepares draft report for impacts in its service territory.	120	21-140
21	CAISO compiles all results into a draft report that covers grid impacts, as appropriate. CAISO reviews integrated draft report and submits comments, recommendations and direction to the PTO.	10	141-150
22	PTO incorporates CAISO’s directions, conclusions and recommendations. If CAISO conclusions and recommendations conflict with PTO conclusions, then CAISO and PTO must coordinate to resolve conflicts. Any remaining conflicts must be noted in the final report. PTO submits final draft report to the CAISO.	10	151-160
23	CAISO finalizes the report and provides final approved report to ICs, PTO, and any applicable Affected Systems.	10	161-170
	CAISO performs Reassessment and prepares amended study reports for affected earlier queued interconnection customer interconnection requests.		

[footnote 1: In accordance with the WECC Short Circuit Duty Procedure]

**Phase II Interconnection Study Process\*\***

\*\*All Interconnection Studies will be under the direction and oversight of, and approval by, the CAISO and may involve more than one PTO.


Line	Phase II Cluster Study	Typical Calendar Days	Timeline (Days)
1	CAISO and PTOs update Base Cases based on the annual reassessment study results.	7	1-7
2	CAISO reviews and approves Base Cases.	7	8-14

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	PTOs update contingency lists.		
3	CAISO reviews and approves contingency lists.	5	15-19
4	CAISO performs peak Deliverability Assessment identifying constrained facilities and prepares results summary.	21	20-40
5	At the CAISO's direction, the PTOs perform the off-peak Load Flow, and summer peak and off-peak Post Transient and Stability analyses and submit draft study results to CAISO for review and direction.	21	20-40
6	CAISO and PTOs determine RNU and LDNU.	21	41-61
7	CAISO performs peak Deliverability Assessment for Option B projects for the purpose of identifying ADNU.	28	62-89
8	PTOs performs additional reliability assessment with all LDNUs modeled and identify	28	62-89
9	CAISO and PTOs determine ADNU and additional RNU and LDNU.	14	90-103
10	CAISO develops cost allocation table.	7	104-110
11	CAISO performs off-peak Deliverability Assessment.	14	111-124
12	PTOs update short-circuit duty results with all RNU and LDNU.	105	20-124
13	PTOs update short-circuit duty results with ADNU.	21	125-145
14	CAISO performs operational deliverability assessment.	60	111-170
15	PTOs perform operational reliability assessment.	60	111-170
<b>Study Report Including Facility Costs and Schedules</b>			
16	At the CAISO's direction, PTOs prepare detailed cost estimates and schedules for the direct assignment facilities and schedules for RNU and LDNU identified in the overall plan of service and including individual segments.	91	20-110
17	At the CAISO's direction, PTOs prepare draft reports that include detailed cost estimates and schedules for the direct assignment facilities and Network Upgrades identified in the overall plan of service and including individual segments.	131	20-150
18	CAISO reviews draft report and submits comments, recommendations and direction to the PTOs.	14	151-164
19	PTOs incorporate CAISO directions, conclusions and recommendations and add operational assessment conclusions to the draft report. If CAISO conclusions and recommendations conflict with PTO conclusions, then CAISO and PTO must coordinate to resolve conflicts. Any remaining conflicts must be noted in the final report.	21	165-185
20	CAISO finalizes the reports and tenders the reports to IC.	20	186-205

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**ATTACHMENT B**

**CONTACTS FOR NOTICES**

**[Section 4.15]**

**California ISO**

Manager, Transmission Engineering  
250 Outcropping Way  
Folsom, CA 95630  
Phone: 916.351.2104  
Fax: 916.351.2264

**[NAME OF PTO]**

[Address of PTO]

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**Appendix 5 Schedule for Release and Review of Per Unit Costs**

**SCHEDULE FOR RELEASE AND REVIEW OF PER UNIT COSTS**

Line	Schedule for the Release and Review of Per Unit Costs	Anticipated Calendar Date(s)
?		
?		
?		
?		
?		
?		
?		
?		
?		
?		
?		
?		
	<b>Annual Review, Update, and Posting of Per Unit Costs</b>	
?	PTOs to review and update their per unit costs.	October – mid-January
?	PTOs to provide their updated per unit costs to the CAISO for CAISO review and posting to the CAISO Website.	Mid-January
?	CAISO to review and post the PTO per unit costs to the CAISO Website for stakeholder review.	Third week of January
?	Provide two weeks for stakeholders to review the posted per unit costs.	Last week of January and first week of February
?	CAISO to schedule and conduct a one-day stakeholder meeting in February to discuss the posted per unit costs with stakeholders.	Second week of February
?	Provide two weeks following the scheduled stakeholder meeting for stakeholders to provide comments to the CAISO.	Last two weeks of February
?	Provide two weeks for CAISO and PTOs to review and address stakeholder comments.	First two weeks of March
?	Provide three weeks following the stakeholder meeting for PTOs to review, update as needed, and finalize their per unit costs.	First three weeks of March
?	PTOs to provide their final per unit costs to the CAISO for posting to the CAISO Website.	End of third week of March
?	CAISO to review and post the PTOs' final per unit costs to the CAISO Website.	Fourth week of March
?	Final per unit costs are posted and available for use to estimate the costs of Network Upgrades and Interconnection Facilities.	Last week of March to first of April

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**Appendix 6**  
**GIDAP AGREEMENT FOR INDEPENDENT STUDY PROCESS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, ("Interconnection Customer") and the California Independent System Operator Corporation, a California nonprofit public benefit corporation existing under the laws of the State of California, ("CAISO"). The Interconnection Customer and the CAISO each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by the Interconnection Customer dated \_\_\_\_\_; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the CAISO Controlled Grid pursuant to the Independent Study Process; and

WHEREAS, the Interconnection Customer has requested the CAISO to conduct or cause to be performed Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the CAISO Controlled Grid and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Participating TO's electric system in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the CAISO Controlled Grid;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the CAISO's FERC-approved Generation Interconnection Procedures in CAISO Tariff Appendix DD or the Master Definitions Supplement, Appendix A to the CAISO Tariff, as applicable.
- 2.0 The Interconnection Customer elects and the CAISO shall conduct or cause to be performed Interconnection Studies in accordance with the CAISO Tariff.
- 3.0 The scope of the applicable Interconnection Studies shall be subject to the assumptions set forth in Appendices A and B to this Agreement.
- 4.0 The Interconnection Studies will be based upon the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting, subject to any modifications in accordance with Section 6.1.2 of the GIDAP and modifications to the proposed Commercial Operation Date of the Generating Facility permitted by the . The CAISO reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Studies. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Studies may be modified as specified in the .
- 5.0 The Interconnection Study report for each Interconnection Study shall provide the information specified in the GIDAP.

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- 6.0 The Interconnection Customer shall provide an Interconnection Study Deposit and other Interconnection Financial Security for the performance of the Interconnection Studies in accordance with the provisions of Sections 3.5.1 and 11 of the GIDAP.

Following the issuance of an Interconnection Study report, the CAISO shall charge and the Interconnection Customer shall pay its share of the actual costs of the Interconnection Study pursuant to Section 3.5.1 of the GIDAP.

Any difference between the deposits made toward the Interconnection Study process and associated administrative costs, including any accelerated studies, and the actual cost of the Interconnection Studies and associated administrative costs shall be paid by or refunded to the Interconnection Customer, in the appropriate allocation, in accordance with Section 3.5.1 of the GIDAP.

- 7.0 Pursuant to Section 3.7 of the GIDAP, the CAISO will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems. The CAISO may provide a copy of the System Impact Study results to an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.

- 8.0 Substantial portions of technical data and assumptions used to perform the System Impact Study, such as system conditions, existing and planned generation, and unit modeling, may change after the CAISO provides the Interconnection Study results to the Interconnection Customer. Interconnection Study results will reflect available data at the time the CAISO provides the System Impact Study report to the Interconnection Customer. The CAISO 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 Interconnection Customer as a result of changes in such data and assumptions.

- 9.0 The CAISO shall maintain records and accounts of all costs incurred in performing the Interconnection Study in sufficient detail to allow verification of all costs incurred, including associated overheads. The Interconnection Customer 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 Interconnection Customer 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 Interconnection Customer of the CAISO's notification of the final costs of the Interconnection Study.

- 10.0 In accordance with Section 3.8 of the GIDAP, the Interconnection Customer may withdraw its Interconnection Request at any time by written notice to the CAISO. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Sections 3.5.1 and 15.1 of the GIDAP.

- 11.0 This Agreement shall become effective upon the date the fully executed Agreement is received by 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.

- 12.0 Miscellaneous.

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- 12.1 Dispute Resolution. Any dispute, or assertion of a claim, arising out of or in connection with this Agreement, shall be resolved in accordance with Section 15.5 of the GIDAP.
- 12.2 Confidentiality. Confidential Information shall be treated in accordance with Section 15.1 of the GIDAP.
- 12.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 12.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 12.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of the or such Appendix to the , as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 12.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.
- 12.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 12.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this

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Agreement for any reason by the Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Participating TO or CAISO. Any waiver of this Agreement shall, if requested, be provided in writing.

Any waivers at any time by any 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.

- 12.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
- 12.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 12.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.
- 12.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.
- 12.13 Reservation of Rights. The CAISO shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer 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 Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another 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 Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.
- 12.14 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.
- 12.15 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing

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arrangement entered into by the Interconnection Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

**California Independent System Operator Corporation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[Insert name of the Interconnection Customer]**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**

**ASSUMPTIONS USED IN CONDUCTING THE  
SYSTEM IMPACT STUDY**

The System Impact Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on \_\_\_\_\_, subject to any modifications in accordance with Section 6.1.2 of the GIDAP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Deliverability Status requested (Full Capacity, Partial Deliverability, or Energy-Only)

**Appendix B Data Form, Pre-Facilities Study**

**DATA FORM TO BE PROVIDED BY THE INTERCONNECTION CUSTOMER  
PRIOR TO COMMENCEMENT OF THE FACILITIES STUDY**

Generating Facility size (MW): \_\_\_\_\_

Provide two copies of this completed form and other required plans and diagrams in accordance with Section 4.5 of the GIDAP.

Provide location plan and one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new bus or existing CAISO Controlled Grid station. Number of generation connections: \_\_\_\_\_

On the one line indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line indicate the location of auxiliary power. (Minimum load on CT/PT)

Will an alternate source of auxiliary power be available during CT/PT maintenance?                    Yes  
\_\_\_\_\_ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?            Yes            No  
(Please indicate on one line).

What type of control system or PLC will be located at the Interconnection Customer's Generating Facility?

\_\_\_\_\_

What protocol does the control system or PLC use?

\_\_\_\_\_

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to the Participating TO's transmission line.

Tower number observed in the field. (Painted on tower leg)\*

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Number of third party easements required for transmission lines\*:

\* To be completed in coordination with the Participating TO or CAISO.

Is the Generating Facility in the Participating TO's service area?

Yes       No

Local service provider for auxiliary and other power: \_\_\_\_\_

Please provide proposed schedule dates:

Environmental survey start: \_\_\_\_\_

Environmental impact report submittal: \_\_\_\_\_

Procurement of project equipment: \_\_\_\_\_

Begin Construction Date: \_\_\_\_\_

Generator step-up transformer Date: \_\_\_\_\_  
receives back feed power

Generation Testing Date: \_\_\_\_\_

Commercial Operation Date: \_\_\_\_\_

Level of Deliverability Status: Choose one of the following:

\_\_\_\_\_Energy-Only

\_\_\_\_\_Full Capacity

\_\_\_\_\_Partial Capacity (expressed in fraction of Full Capacity)

**Appendix 7**

**Application, Procedures, and Terms and Conditions for Interconnecting  
a Certified Inverter-Based Small Generating Facility No  
Larger than 10 kW ("10 kW Inverter Process")**

- 1.0 The Interconnection Customer ("Customer") completes the Interconnection Request ("Application") and submits it to the Participating TO ("Company").
- 2.0 The Company acknowledges to the Customer receipt of the Application within three Business Days of receipt.
- 3.0 The Company evaluates the Application for completeness and notifies the Customer within ten Business Days of receipt that the Application is or is not complete and, if not, advises what material is missing.
- 4.0 The Company verifies that the Small Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process in the Generator Interconnection and Deliverability Allocation Procedures (GIDAP). The Company has 15 Business Days to complete this process. Unless the Company determines and demonstrates that the Small Generating Facility cannot be interconnected safely and reliably, the Company approves the Application and returns it to the Customer. Note to Customer: Please check with the Company before submitting the Application if disconnection equipment is required.
- 5.0 After installation, the Customer returns the Certificate of Completion to the Company. Prior to parallel operation, the Company may inspect the Small Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 6.0 The Company notifies the Customer in writing that interconnection of the Small Generating Facility is authorized. If the witness test is not satisfactory, the Company has the right to disconnect the Small Generating Facility. The Customer has no right to operate in parallel until a witness test has been performed, or previously waived on the Application. The Company is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Company does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.
- 7.0 Contact Information – The Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Company, that contact information must be provided on the Application.
- 8.0 Ownership Information – Enter the legal names of the owner(s) of the Small Generating Facility. Include the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either.
- 9.0 UL1741 Listed – This standard ("Inverters, Converters, and Controllers for Use in Independent Power Systems") addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL1741. This "listing" is then marked on the equipment and supporting documentation.

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**Application for Interconnecting a Certified Inverter-Based Small Generating Facility No Larger than 10kW**

This Application is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Application may be required.

**Processing Fee**

A non-refundable processing fee of \$100 must accompany this Application.

**Interconnection Customer**

Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Contact (if different from Interconnection Customer)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner of the facility (include % ownership by any electric utility): \_\_\_\_\_

**Small Generating Facility Information**

Location (if different from above): \_\_\_\_\_  
Electric Service Company: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_  
Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts) \_\_\_\_\_  
Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_  
System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_  
Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell  
Turbine Other \_\_\_\_\_  
Energy Source: Solar Wind Hydro Diesel Natural Gas  
Fuel Oil Other (describe) \_\_\_\_\_  
Is the equipment UL1741 Listed? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

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The 10 kW Inverter Process is available only for inverter-based Small Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Appendices 9 and 10 of the Generator Interconnection Procedures (), or the Participating TO has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate.

List components of the Small Generating Facility equipment package that are currently certified:

	Equipment Type	Certifying Entity
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return the Certificate of Completion when the Small Generating Facility has been installed.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contingent Approval to Interconnect the Small Generating Facility

(For Company use only)

Interconnection of the Small Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW and return of the Certificate of Completion.

Company Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Application ID number: \_\_\_\_\_

Company waives inspection/witness test? Yes\_\_\_ No\_\_\_

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**Small Generating Facility Certificate of Completion**

Is the Small Generating Facility owner-installed? Yes \_\_\_\_\_ No \_\_\_\_\_

Interconnection Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Location of the Small Generating Facility (if different from above):

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Electrician:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

License number: \_\_\_\_\_

Date Approval to Install Facility granted by the Company: \_\_\_\_\_

Application ID number: \_\_\_\_\_

Inspection:

The Small Generating Facility has been installed and inspected in compliance with the local  
building/electrical code of \_\_\_\_\_

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Company information below):

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Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP: \_\_\_\_\_

Fax: \_\_\_\_\_

Approval to Energize the Small Generating Facility (For Company use only)  
Energizing the Small Generating Facility is approved contingent upon the Terms and Conditions for  
Interconnecting an Inverter-Based Small Generating Facility No Larger than 10kW

Company Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions for Interconnecting an Inverter-Based  
Small Generating Facility No Larger than 10kW**

**1.0 Construction of the Facility**

The Interconnection Customer (the "Customer") may proceed to construct (including operational testing not to exceed two hours) the Small Generating Facility when the Participating TO (the "Company") approves the Interconnection Request (the "Application") and returns it to the Customer.

**2.0 Interconnection and Operation**

The Customer may operate Small Generating Facility and interconnect with the Company's electric system once all of the following have occurred:

- 2.1 Upon completing construction, the Customer will cause the Small Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
- 2.2 The Customer returns the Certificate of Completion to the Company, and
- 2.3 The Company has either:
  - 2.3.1 Completed its inspection of the Small Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Company, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Company shall provide a written statement that the Small Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
  - 2.3.2 If the Company does not schedule an inspection of the Small Generating Facility within ten business days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or
  - 2.3.3 The Company waives the right to inspect the Small Generating Facility.
- 2.4 The Company has the right to disconnect the Small Generating Facility in the event of improper installation or failure to return the Certificate of Completion.
- 2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable ANSI standards.

**3.0 Safe Operations and Maintenance**

The Customer shall be fully responsible to operate, maintain, and repair the Small Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

**4.0 Access**

The Company shall have access to the disconnect switch (if the disconnect switch is required) and metering equipment of the Small Generating Facility at all times. The Company shall provide reasonable notice to the Customer when possible prior to using its right of access.

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**5.0 Disconnection**

The Company may temporarily disconnect the Small Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Small Generating Facility does not operate in the manner consistent with these Terms and Conditions.
- 5.4 The Company shall inform the Customer in advance of any scheduled disconnection, or as is reasonable after an unscheduled disconnection.

**6.0 Indemnification**

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

**7.0 Insurance**

The Parties each agree to maintain commercially reasonable amounts of insurance.

**8.0 Limitation of Liability**

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, except as allowed under paragraph 6.0.

**9.0 Termination**

The agreement to operate in parallel may be terminated under the following conditions:

- 9.1 By the Customer  
By providing written notice to the Company.
- 9.2 By the Company  
If the Small Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Company shall have the right to disconnect its facilities or direct the Customer to disconnect its Small Generating Facility.

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9.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

**10.0 Assignment/Transfer of Ownership of the Facility**

This Agreement shall survive the transfer of ownership of the Small Generating Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

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**Appendix 8 [intentionally omitted]**

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**Appendix 9 Certification Codes and Standards**

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

**Appendix 10**

**Certification of Small Generator Equipment Packages**

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Appendix 9, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these small generator interconnection procedures shall be considered certified under these procedures for use in that state.