## ATTACHMENT C

 APPENDIX C
•
STANDARD LARGE GENERATOR
INTERCONNECTION PROCEDURES (LGIP)
 including
STANDADD I ADGE CENEDATOD

INTERCONNECTION AGREEMENT (LGIA)

# Standard Large Generator Interconnection Procedures (LGIP)

(Applicable to Generating Facilities that exceed 20 MWs)

Error! No table of contents entries found.

APPENDIX 6STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

## SECTION 1. OBJECTIVES, DEFINITIONS, AND INTERPRETATION.

## 1.1 Objectives.

The objective of this LGIP is to implement FERC's Order No. 2003 setting forth the requirements for Large Generating Facility interconnections to the ISO Controlled Grid.

#### 1.2 Definitions.

## 1.2.1 Master Definitions Supplement.

Unless the context otherwise requires, any word or expression defined in the Master Definitions
Supplement to the ISO Tariff shall have the same meaning where used in this LGIP. A reference
to a Section or an Appendix is a reference to a Section or an Appendix of the ISO Tariff.

References to LGIP are to this Protocol or to the stated paragraph of this Protocol.

#### 1.2.2 Special Definitions for this LGIP.

In this LGIP, the following words and expressions shall have the meanings set opposite them:

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the ISO Controlled Grid in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council shall mean the reliability council applicable to the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean the requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Transmission System to which the Generating Facility is directly interconnected.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by the Transmission Provider or Interconnection Customer.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Large Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach of the Standard Large Generator Interconnection Agreement.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation Date of a unit shall mean the date on which Interconnection Customer commences commercial operation of the unit at the Generating Facility after Trial Operation of such unit has been completed as confirmed in writing substantially in the form shown in Appendix E to the Standard Large Generator Interconnection Agreement.

"Confidential Information" shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, subject to the limitations set forth in Section 13.1 of the LGIP.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by NERC:

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Large Generator Interconnection Agreement.

<u>"Dispute Resolution"</u> shall mean the procedure <u>set forth in this LGIP</u> for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

**Distribution System** shall mean the Transmission Provider's and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among areas.

**Distribution Upgrades** shall mean the additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgement of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the

security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a of seq.

FERC shall mean the Federal Energy Regulatory Commission (Commission) or its successor.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of negligence or intentional wrongdoing.

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

<u>"Governmental Authority"</u> shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, ISO, or Participating TOTransmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power

Interconnection Customer shall mean any entity, including the Transmission Provider,
Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its
Generating Facility with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8 of the Standard Large Generator Interconnection Procedures.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Large Generator Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to

interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Large Generator Interconnection Procedures.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Large Generator Interconnection Procedures for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Large Generating Facility shall mean a Generating Facility having a Generating Facility Capacity of more than 20 MW.

Loss shall mean any and all losses 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 performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Geneator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC shall mean the North American Electric Reliability Council or its successor organization	<del>1. —</del>

Network Resource shall mean that portion of a Generating Facility that is integrated with the Transmission Provider's Transmission System, designated as a Network Resource pursuant to the terms of the Tariff, and subjected to redispatch directives as ordered by the Transmission Provider in accordance with the Tariff.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Large Generating Facility with the Transmission Provider's Transmission System (1) in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an RTO or ISO with market based congestion management, in the same manner as all other Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Customer interconnects to the Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to the Transmission Provider's Transmission System.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with the Standard Large Generator Interconnection Agreement or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Standard Large Generator Interconnection Procedures for conducting the Optional Interconnection Study.

<u>"Party" or "Parties"</u> shall mean the ISO, Participating TO(s)Transmission Provider, Transmission Owner, Interconnection Customer or any the applicable combination of the above.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

**Point of Interconnection** shall mean the point, as set forth in Appendix A to the Standard Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

<u>"Reasonable Efforts"</u> shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection—Agreement <u>Procedures</u>, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

**Small Generating Facility** shall mean a Generating Facility that has a Generating Facility Capacity of no more than 20 MW.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement.

Standard Large Generator Interconnection Agreement (LGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Large Generating Facility, that is included in the Transmission Provider's Tariff.

Standard Large Generator Interconnection Procedures (LGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Large Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission Owner shall mean an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Standard Large Generator Interconnection Agreement to the extent necessary.

Transmission Provider shall mean the public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission Provider's Interconnection Facilities shall mean all facilities and equipment owned, controlled, or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Large Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the TariffTrial Operation shall mean the period during which Interconnection Customer is engaged in onsite test operations and commissioning of the Generating Facility prior to commercial operation.

#### 1.2.3 Rules of Interpretation.

- (a) Unless the context otherwise requires, if the provisions of this LGIP and the ISO Tariff conflict, the ISO Tariff will prevail to the extent of the inconsistency.
- (b) A reference in this LGIP to a given agreement, ISO Protocol 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.
- (c) The captions and headings in this LGIP are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this LGIP.
- (d) This LGIP shall be effective as of the date specified by FERC.

## Section 2. Scope and Application.

### 2.1 Application of Standard Large Generator Interconnection Procedures.

Sections 2 through 13 of this LGIP apply to processing an Interconnection Request pertaining to a Large Generating Facility.

#### 2.2 Comparability.

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

#### 2.3 Base Case Data.

Transmission Provider The applicable Participating TO or ISO shall provide base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon request subject to applicable confidentiality provisions. Such databases and lists, hereinafter referred to as Base Cases, shall include all-(i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the Ttransmission Ssystem for which a transmission expansion plan has been submitted and approved by the applicable authority.

## 2.4 No Applicability to Transmission Service.

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

#### Section 3. Interconnection Requests.

#### 3.1 General.

An Interconnection Customer shall submit to the Transmission Provider SO an Interconnection Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$10,000. The ISO will forward the deposit and a copy of the Interconnection Request to the applicable Participating TO within one (1) Business Day of receipt. The Transmission Provider Participating TO shall apply the deposit toward the cost of an Interconnection Feasibility Study. 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.

At Interconnection Customer's option, Transmission Provider the Participating TO, the ISO and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

## 3.2 Identification of Types of Interconnection Services Roles and Responsibilities.

At the time the Interconnection Request is submitted, Interconnection Customer must request either ER Interconnection Service or NR Interconnection Service, as described; provided, however, any Interconnection Customer requesting NR Interconnection Service may also request that it be concurrently studied as an ER Interconnection Service, up to the point when an Interconnection Facility Study Agreement is executed. Interconnection Customer may then elect to proceed with NR Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.

- (a) For each Interconnection Request, the ISO will direct the applicable Participating TO to perform the required Interconnection Studies and any additional studies the ISO determines to be reasonably necessary. The ISO will review the economic viability of Network Upgrades in accordance with LGIP Section 3.4.2. The ISO will coordinate with Affected System Operators in accordance with LGIP Section 3.7.
- (b) Any applicable Participating TO will complete or cause to be completed all studies

  directed by the ISO within the timelines provided in this LGIP. Any studies performed by
  the !SO or by a third party at the direction of the ISO shall also be completed within
  timelines provided in this LGIP.
- (c) Each Interconnection Customer shall pay the reasonable costs of all Interconnection

  Studies performed by or at the direction of the ISO or the applicable Participating TO, and any additional studies the ISO determines to be reasonably necessary in response to the Interconnection Request.

#### 3.2.1 Energy Resource Interconnection Service (ER Interconnection Service).

## 3.3 Interconnection Service.

3.23.1.1 The Product. ER-Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission SystemISO Controlled Grid and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firmavailable capacity of the Transmission SystemISO Controlled Grid. on an "as

available" basis. ER-Interconnection Service does not in and of itself convey any transmission service.

3.3.2.1.2 The Interconnection Studyies. The Interconnection sStudyies consists of, but are not limited to, short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The Interconnection Studies will include short circuit/fault duty, steady state and stability analyses and will is would identify direct Interconnection Facilities required and the required Reliability Network Upgrades necessary to address short circuit, overload and stability issues associated with the requested Interconnection-Facilities Service.

The stability and steady state Interconnection sStudies would will also identify necessary Delivery Network uUpgrades to allow full output of the proposed Large Generating Facility under a variety of potential system conditions, and would also identify the maximum allowed output, at the time the study is performed under a variety of potential system conditions, of the interconnecting Large Generating Facility without requiring additional the Delivery Network Upgrades.

## 3.23.23 Network Resource Interconnection Service (NR Interconnection Service) Deliverability Assessment.

The Product. The Transmission Provider must conduct the necessary studies and 3.23.23.1 construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which the Transmission Provider integrates its Generating Facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as all other Network Resources. NR Interconnection Service Allows the Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis as all other existing Network Resources interconnected to the Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. A Deliverability Assessment will be performed which shall determine the Interconnection Customer's Large Generating Facility's ability to deliver its energy to the ISO Controlled Grid under peak load conditions. The Deliverability Assessment will provide the Interconnection Customer with information as to the level of deliverability without Network Upgrades, and the Deliverability Assessment will provide the Interconnection Customer with information as to the required Network Upgrades to enable the Interconnection Customer's Large Generating Facility the ability to deliver the full output of the proposed Large Generating Facility to the ISO Controlled Grid based on specified study assumptions.

Thus, the Deliverability Assessment results will provide the Interconnection Customer two (2) data points on the scale of deliverability: 1) a deliverability level with no Network Upgrades, and 2) the required Network Upgrades to support 100% deliverability.

<u>Deliverability of a new resource will be assessed on the same basis as all other existing</u> resources interconnected to the ISO Controlled Grid.

3.3.23.2.2.2 The Assessment Study. The Interconnection Deliverability Assessment Study for NR Interconnection Service shall assure that will identify the facilities that are required to enable the Interconnection Customer's Large Generating Facility to meets the requirements for NR Interconnection Service deliverability and as a general matter, that such Large Generating Facility's interconnection is also studied with the Transmission Provider's Transmission System ISO Controlled Grid at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate

of load on the Transmission Provider's Transmission SystemISO Controlled Grid, consistent with the Transmission Provider's ISO's reliability criteria and procedures. This approach assumes that some portion of existing Network R resources are that are designated as deliverable is displaced by the output of the Interconnection Customer's Large Generating Facility. NR Interconnection Service This Deliverability Assessment in and of itself does not convey any transmission service.

### 3.4 Network Upgrades.

#### 3.4.1 Initial Funding

<u>Unless the Participating TO elects to fund the capital for Reliability and Delivery Network Upgrades, subject to the economic test in LGIP Section 3.4.2, they shall be solely funded by the Interconnection Customer.</u>

#### 3.4.2 Economic Test for Network Upgrades

The ISO will review the economic viability of Network Upgrades where the estimated cost of such upgrades exceeds the lesser of \$20 million in costs or \$200,000 per MW of installed capacity. An economic test will be performed to determine whether the overall benefits of the Network Upgrades meet or exceed their costs. As part of the Interconnection Studies, the ISO will work with the Interconnection Customer and the Participating TO to determine the appropriate costs and benefits to be included in the ISO's economic test.

## 3.4.3 Refund of Amounts Advanced for Network Upgrades.

Upon the Commercial Operation Date, the Interconnection Customer shall be entitled to a refund for the cost of Network Upgrades, other than the amount by which the cost of those Network Upgrades is in excess of the benefits of those Network Upgrades, as determined by the economic test performed pursuant to LGIP Section 3.4.2. Such amount shall be paid to the Interconnection Customer by the Participating TO on a dollar-for-dollar basis either through (1) direct payments made on a levelized basis over the five-year period commencing on the Commercial Operation Date; or (2) any alternative payment schedule that is mutually agreeable to the Interconnection Customer and Participating TO, provided that such amount is paid within five (5) years of the Commercial Operation Date. Any refund shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. §35.19a(a)(2)(ii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a refund of such payment. The Interconnection Customer may assign such refund rights to any person.

Instead of direct payments, the Interconnection Customer may elect, to receive Firm Transmission Rights (FTRs) in accordance with the ISO Tariff associated with the Network Upgrades that were funded by the Interconnection Customer, to the extent such FTRs or alternative rights are available under the ISO Tariff at the time of the election. Such FTRs would take effect upon the Commercial Operation Date of the Large Generating Facility in accordance with the LGIA.

The Interconnection Customer may elect to receive FTRs associated with any Network Upgrades that are funded by the Interconnection Customer but not eligible for refund payments, to the extent such FTRs or alternative rights are available under the ISO Tariff.

#### 3.4.4 Special Provisions for Affected Systems and Other Affected Participating TOs.

The Interconnection Customer shall enter into an agreement with the owner of the Affected System and/or other affected Participating TO(s), as applicable. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to the owner of the Affected System and/or other affected Participating TO(s) as well as the payment of refunds by the owner of the Affected System and/or other affected Participating TO(s). If the affected entity is another Participating TO, the initial form of agreement will be the LGIA, as appropriately modified.

Refunds are to be paid without regard to whether the Interconnection Customer contracts for transmission service on the Affected System. If the Interconnection Customer does not contract for transmission service, and in the absence of another mutually agreeable payment schedule, refunds shall be established at a level equal to the Affected System's rate for firm point-to-point transmission service multiplied by the output of the Large Generating Facility assumed in the Interconnection Facilities Study. All refunds must be paid within five years of the Commercial Operation Date.

## 3.35 Valid Interconnection Request.

## 3.35.1 Initiating an Interconnection Request.

To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a \$10,000 deposit, (ii) a completed application in the form of <u>LGIP</u> Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of \$10,000. Such deposits shallmay be applied toward any Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within the cure period specified in <u>LGIP</u> Section 3.35.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for the Transmission Provider's ISO's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by the Transmission Provider ISO, unless the Interconnection Customer demonstrates that engineering, permitting and construction of the new Large Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by the Transmission Provider ISO by a period up to ten years, or longer where the Interconnection Customer, the applicable Participating TO and the Transmission Provider ISO agree, such agreement not to be unreasonably withheld.

## 3.35.2 Acknowledgment of Interconnection Request.

Transmission Provider The ISO shall acknowledge receipt of the Interconnection Request within five (5)six (6) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

#### 3.35.3 Deficiencies in Interconnection Request.

An Interconnection Request will not be considered to be a valid request until all items in <u>LGIP</u> Section 3.3.5.1 have been received by the <u>Transmission ProviderISO and are</u> deemed complete by the applicable Participating TO and the ISO. If an Interconnection

Request fails to meet the requirements set forth in <u>LGIP</u> Section 3.3-5.1, the <u>Transmission ProviderISO</u> shall notify the Interconnection Customer within five (5)six (6) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide the <u>Transmission ProviderISO</u> the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this <u>LGIP</u> Section 3.3-5.3 shall be treated in accordance with <u>LGIP</u> Section 3.8-6.

## 3.35.4 Scoping Meeting.

Within ten (10) Business Days after receipt of a valid Interconnection Request, Transmission Providerthe applicable Participating TO, in coordination with the ISO, shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss 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. Transmission ProviderThe Participating TO, the ISO and Interconnection Customer will bring to the meeting such 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 as may be reasonably required to accomplish the purpose of the meeting. Transmission—The Participating TO, the ISO Provider—and 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, Interconnection Customer shall designate its Point of Interconnection, pursuant to LGIP Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

The Participating TO shall prepare minutes from the meeting, verified by the Interconnection Customer and the ISO, that will include, at a minimum, discussions of what the Participating TO and the ISO expect the results of the Interconnection Feasibility Study will be.

#### 3.46 OASISInternet Posting.

The ISO The Transmission Provider will maintain on its OASIS-the ISO Home Page a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (viiix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (ix) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed.

The list will not disclose the identity of the Interconnection Customer until the Interconnection Customer executes an LGIA or requests that the Transmission Provider Participating TO file an unexecuted LGIA with FERC.

The Transmission Provider SO shall post to its OASIS site the ISO Home Page any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to the Transmission Provider's OASIS site SO Home Page subsequent to the meeting between among the Interconnection Customer, and the Transmission Provider Participating TO and the ISO to discuss the applicable study results. The Transmission Provider SO shall also post any known deviations in the Large Generating Facility's In-Service Date.

## 3.57 Coordination with Affected Systems.

The ISO will notify the Affected System Operators that are potentially affected by the project proposed by the Interconnection Customer. The Transmission Provider SO will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators, to the extent possible, and, if possible, the Participating TO will -include those results in its applicable Interconnection Study within the time frame specified in this LGIP. The Transmission Provider SO will include such Affected System Operators in all meetings held with the Interconnection Customer as required by this LGIP. The Interconnection Customer will cooperate with the Transmission Provider SO in all matters related to the conduct of studies and the determination of modifications to Affected Systems, including signing separate study agreements with Affected System owners and paying for necessary studies. An entity Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

#### 3.68 Withdrawal.

The Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to the Transmission Provider SO and the applicable Participating TO. In addition, if the Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in LGIP Section 13.5 (Disputes), the Transmission Provider SO shall deem the Interconnection Request to be withdrawn and shall provide written notice to the Interconnection Customer within five (5) Business Days of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, the Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify the Transmission Provider Participating TO and the ISO of its intent to pursue Dispute Resolution.

Withdrawal shall result in the loss of the Interconnection Customer's Queue Position, if any. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, the Interconnection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to the TransmissionParticipating TO Provider all costs that the Transmission Provider With respect to that Interconnection Request prior to the Transmission Provider's Participating TO's receipt of notice described above. The Interconnection Customer must pay all

monies due to the Transmission Provider Participating TO before it is allowed to obtain any Interconnection Study data or results.

The Transmission Provider SO shall (i) update the OASISISO Home Page Queue Position posting. and (ii) The Participating TO shall refund to the Interconnection Customer any portion of the Interconnection Customer's deposit or study payments that exceeds the costs that the Transmission Provider Participating TO has incurred, including interest calculated in accordance with section 35.19a(a)(2) of FERC's regulations. In the event of such withdrawal, the Transmission Provider Participating TO and ISO, subject to the confidentiality provisions of LGIP Section 13.1, shall provide, at Interconnection Customer's request, all information that the Transmission Provider Participating TO and ISO developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

#### Section 4. Queue Position.

#### 4.1 General.

The Transmission Provider SO shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and the Interconnection Customer provides such information in accordance with LGIP Section 3.3-5.3, then the Transmission Provider SO shall assign the Interconnection Customer a Queue Position based on the date the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under LGIP Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Queue Position Interconnection Request is one that has been placed "earlier" in the ISO's queue in relation to another Interconnection Request that is lower queued. Factors other than Queue Position will be considered in determining cost responsibility of an Interconnection Customer.

## 4.2 Clustering.

At Transmission Provider the ISO's option and with concurrence of the applicable Participating TO, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If Transmission Providerthe Participating TO and the ISO elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together without regard to the nature of the underlying Interconnection Service, whether ER Interconnection Service or NR Interconnection Service. The Deleadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with LGIP Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. Transmission Provider The Participating TO and ISO may agree to study an Interconnection Request

separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

Clustering Interconnection System Impact Studies shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the ‡transmission \$system's capabilities at the time of each study.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on the <a href="Transmission Provider's OASIS-ISO Home Page">Transmission Provider's OASIS-ISO Home Page</a> beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

## 4.3 Transferability of Queue Position.

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

#### 4.4 Modifications.

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

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

- 4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to the Transmission Provider Participating TO, modifications permitted under this Section shall include specifically: (a) a reduction up to 60 percent (MW) of electrical output of the proposed project; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.
- 4.4.2 Prior to the return of the executed Interconnection Facility Study Agreement to the Transmission Provider Participating TO, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease in plant size (MW), and (b)

Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.

- 4.4.3 Prior to making any modification other than those specifically permitted by <u>LGIP</u> Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that the <u>Transmission ProviderParticipating TO and the ISO</u> evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, the <u>Transmission ProviderParticipating TO and the ISO</u> shall evaluate the proposed modifications prior to making them and inform the Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection shall constitute a Material Modification. The Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.
- 4.4.4 Upon receipt of Interconnection Customer's request for modification permitted under this LGIP Section 4.4, the Transmission ProviderParticipating TO and/or ISO shall commence and perform any necessary additional studies as soon as practicable, but in no event shall the Transmission ProviderParticipating TO and/or ISO commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.
- 4.4.5 Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing.
- Section 5. Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Large Generator Interconnection Procedures.
- 5.1 Queue Position for Pending Requests.
- 5.1.1 Any Interconnection Customer assigned a Queue Position prior to the effective date of this LGIP shall retain that Queue Position.
- | 5.1.1.1 If an Interconnection Study Aagreement has not been executed as of the effective date of this LGIP, then such Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with this LGIP.
  - If an Interconnection Study Aagreement has been executed prior to the effective date of this LGIP, such Interconnection Study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed an Interconnection Study Aagreement prior to the effective date of the LGIP, the Transmission ProviderParticipating TO must offer the Interconnection Customer the option of either continuing under the Transmission Provider'sParticipating TO's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Aagreement) in accordance with this LGIP.
  - 5.1.1.3 If an LGIA agreement to interconnect a Generating Unit has been submitted to the Commission-FERC for approval before the effective date of the LGIP, then the LGIA agreement would be grandfathered.

#### 5.1.2 Transition Period.

To the extent necessary, the Transmission Provider Participating TO and/or the ISO and Interconnection Customers with an outstanding request (i.e., an Interconnection Request for which an LGIA agreement to interconnect a Generating Unit has not been submitted to the Commission FERC for approval as of the effective date of this LGIP) shall transition to this LGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request" herein shall mean any linterconnection Rrequest, on the effective date of this LGIP: (i) that has been submitted but not yet accepted by the Transmission Provider ISO or the Participating TO; (ii) where the related interconnection agreement has not yet been submitted to the Commission-FERC for approval in executed or unexecuted form, (iii) where the relevant linterconnection Sstudy Aggreements have not yet been executed, or (iv) where any of the relevant linterconnection Sstudies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by the Transmission Provider Participating TO or ISO, as applicable, to the extent consistent with the intent and process provided for under this LGIP.

## 5.2 New Transmission Provider Participating TO.

If the Transmission Provider Participating TO transfers control of its Transmission Systemportion of the ISO Controlled Grid to a successor Participating TOTransmission Provider during the period when an Interconnection Request is pending, the original Participating TOTransmission Provider shall transfer to the successor Participating TO Transmission Provider any amount of the deposit or payment with interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to the Interconnection, as appropriate. The original Transmission Provider Participating TO shall coordinate with the successor Transmission Provider Participating TO and ISO to complete any Interconnection Study, as appropriate, that the original Transmission Provider Participating TO has begun but has not completed. If the original Transmission Provider Participating TO has tendered a draft LGIA to the Interconnection Customer but the Interconnection Customer has not either executed the LGIA or requested the filing of an unexecuted LGIA with FERC, unless otherwise provided, the Interconnection Customer -may-elect to-complete negotiations with the Transmission Provider or the original Participating TO and ISO or the successor Participating TO and the ISO. Transmission Provider.

#### Section 6. Interconnection Feasibility Study.

#### 6.1 Interconnection Feasibility Study Agreement.

Simultaneously with the acknowledgement of a valid Interconnection Request, the Transmission Providerapplicable Participating TO shall provide to the Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that the Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting, the Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s)

of Interconnection. Within five (5) Business Days following the Transmission Provider's applicable Participating TO's receipt of such designation, Transmission Provider the Participating TO in coordination with the ISO shall-tender to provide to the Interconnection Customer thea signed Interconnection Feasibility Study Agreement, signed by Transmission Provider, which shall includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. The Interconnection Customer shall execute and deliver to the Transmission Provider Participating TO the Interconnection Feasibility Study Agreement along with an additional \$10,000 deposit no later than thirty (30) Calendar Days after its receipt.

On or before the return of the executed Interconnection Feasibility Study Agreement to the Transmission Provider applicable Participating TO, the Interconnection Customer shall provide to the Participating TO and the ISO the technical data called for in LGIP Appendix 1, Attachment A.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by-either the Interconnection Customer-, or Transmission Provider the applicable Participating TO or ISO, and acceptable to the others, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to LGIP Section 6.4 as applicable. If the Participating TO and the Interconnection Customer cannot agree that the results were unexpected, then the ISO will make a determination that the results were either expected or unexpected. For the purpose of this LGIP Section 6.1, if the Transmission Provider Participating TO, ISO and Interconnection Customer cannot agree on the substituted Point of Interconnection, then the Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to LGIP Section 3.35.4, shall be the substitute.

#### 6.2 Scope of Interconnection Feasibility Study.

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the <u>Transmission Systemapplicable Participating TO's portion of the ISO Controlled Grid.</u> If it is reasonably practicable, the Interconnection Feasibility Study will include an informational assessment, as needed, of other Participating TOs' portions of the ISO Controlled Grid.

The Interconnection Feasibility Study will consider the Base Cases as well as all Generating Facilities (and with respect to (iiiv), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission SystemISO Controlled Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to an Affected System; (iv) have a pending higher queued Interconnection Request to interconnect to the ISO Controlled Grid<del>Transmission System;</del> and (iv) have no Queue Position but have executed an LGIA or requested that an unexecuted LGIA be filed with FERC. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis on the applicable Participating TO's portion of the ISO Controlled Grid. To the extent necessary and reasonably practicable, the Interconnection Feasibility Study will include an informational power flow analysis of the ISO Controlled Grid and will include short circuit duty results at boundaries with other Participating TOs, but will not include an estimate of costs. The Interconnection Feasibility Study will provide a list of facilities on the applicable Participating TO's portion of the ISO Controlled Grid and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct. In addition, the Interconnection Feasibility Study will describe what results are expected in the Interconnection System Impact Study.

## 6.3 Interconnection Feasibility Study Procedures.

Prior to performing the Interconnection Feasibility Study, the ISO will determine the responsibilities for the ISO and applicable Participating TO to perform the study. The Transmission Providerapplicable Participating TO and/or ISO shall utilize existing studies to the extent practicable when it-performings the study. The Transmission Providerapplicable Participating TO and/or ISO shall use Reasonable Efforts to complete complete a draft-the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after the Transmission Participating TO Provider receives the fully executed Interconnection Feasibility Study Agreement. Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share study results for review and comment, provide the study results to any other potentially-impacted Participating TO, and incorporate comments and issue a final Interconnection Feasibility Study within sixty (60) Calendar Days following receipt of the fully executed Interconnection Feasibility Study Agreement. At the request of the Interconnection Customer or at any time the Transmission Provider Participating TO and/or ISO determines that it the entity performing the study will not meet the required time frame for completing the Interconnection Feasibility Study, Transmission Providerthe Participating TO and/or ISO shall notify the Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If the Transmission Provider Participating TO and/or ISO is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

Upon request, the Transmission Provider applicable Participating TO and/or ISO shall provide the Interconnection Customer supporting documentation, workpapers and relevant power flow, and short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with LGIP Section 13.1.

#### 6.3.1 Meeting with Transmission Provider the Participating TO(s) and ISO.

Within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer, Transmission Provider the applicable Participating TO, ISO, and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study. Any other potentially-impacted Participating TO shall also be included in the meeting.

## 6.4 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. Transmission Providerthe applicable Participating TO shall notify the Interconnection Customer and the ISO in writing along with a description of the expected results of the restudy. Upon receipt of such notice, the Interconnection Customer shall provide the applicable Participating TO within ten (10) Business Days either a written request that the Participating TO (i) terminate the study and withdraw the Interconnection Request; or (ii) continue the study. If the Interconnection Customer requests the applicable Participating

TO to continue the study, the Interconnection Customer shall pay the Participating TO an additional \$10,000 deposit for the re-study along with providing written notice for the Participating TO to continue.

Such re-study shall take not longer than forty-five (45) Calendar Days from the date of the notice the applicable Participating TO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. Prior to issuing study results to the Interconnection Customer, the applicable Participating TO and the ISO shall share study results for review, provide the study results for review and comment to any other potentially-impacted Participating TOs, and incorporate comments within sixty (60) Calendar Days from the date the Participating TO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. If the applicable Participating TO and/or the ISO is unable to complete the Interconnection Feasibility Study within that time period, it shall notify the Interconnection Customer and the ISO and provide an estimated completion date with an explanation of the reasons why additional time is required. Any and all costs of the Rre-Sstudy shall be borne by the Interconnection Customer being re-studied.

#### Section 7. Interconnection System Impact Study.

#### 7.1 Interconnection System Impact Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4, sSimultaneously with the delivery of the Interconnection Feasibility Study to the Interconnection Customer, the Transmission Providerapplicable Participating TO shall provide to the Interconnection Customer an Interconnection System Impact Study Agreement in the form of Appendix 3 to this LGIP. In addition, any other potentiallyimpacted Participating TO in coordination with the ISO shall determine if an Interconnection System Impact Study will be required on such other Participating TO's electrical system pursuant to a separate Interconnection System Impact Study Agreement. The Interconnection System Impact Study Agreement shall provide that the Interconnection Customer shall compensate the Transmission Provider Participating TO for the actual cost of the Interconnection System Impact Study. Within three (3) Business Days following the Interconnection Feasibility Study results meeting, the Transmission Provider Participating TO in coordination with the ISO shall provide to Interconnection Customer a signed System Impact Study Agreement which shall include a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

#### 7.2 Execution of Interconnection System Impact Study Agreement.

The Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to the Transmission Provider Participating TO no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$50,000 deposit.

If the Interconnection Customer does not provide all such technical data when it delivers the Interconnection System Impact Study Agreement, the Transmission Provider SO shall notify the Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Interconnection System Impact Study Agreement and the Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer, er Transmission Providerthe ISO, or Participating TO, and acceptable to the others, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to LGIP Section 7.6 as applicable. If the Participating TO and the Interconnection Customer cannot agree that the results were unexpected, then the ISO will make a determination that the results were either expected or unexpected. For the purpose of this LGIP Section 7.62, if the Transmission Provider Participating TO, ISO and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to LGIP Section 3.3-5.4, shall be the substitute.

## 7.3 Scope of Interconnection System Impact Study.

The <u>applicable Participating TOs'</u> Interconnection System Impact Study, <u>or Studies if applicable</u>, shall evaluate the impact of the proposed interconnection on the reliability of the <u>Transmission Systemapplicable Participating TO's electric system</u>. <u>In addition the applicable Participating TO will perform a revised informational assessment, as needed, of other Participating TOs' portions of the ISO Controlled Grid, as directed by the ISO in consultation with the potentially impacted Participating TO. The Interconnection System Impact Study will consider the Base Cases as well as all Generating Facilities (and with respect to (iiiiv) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the <u>Transmission SystemISO Controlled Grid</u>; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to an Affected System; (iv) have a pending higher queued Interconnection Request to interconnect to the <u>Transmission SystemISO Controlled Grid</u>; and (iv) have no Queue Position but have executed an LGIA or requested that an unexecuted LGIA be filed with FERC.</u>

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis and a Deliverability Assessment as described in LGIP Section 3.3.3. To the extent necessary and reasonably practicable, the Interconnection System Impact Study will include a revised informational power flow analysis of the ISO Controlled Grid and will include revised short circuit duty results at boundaries with other Participating TOs. The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study will provide a list of facilities on the applicable Participating TO's portion of the ISO Controlled Grid that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

#### 7.4 Interconnection System Impact Study Procedures.

Prior to performing the Interconnection System Impact Study, the ISO will determine the responsibilities for the ISO and Participating TO to perform the study. The Transmission ProviderISO shall coordinate the Interconnection System Impact Study with any Affected

System that is affected by the Interconnection Request pursuant to LGIP Section 3.7-5 above. The Transmission Provider Participating TO and/or ISO shall utilize existing studies to the extent practicable when performing it performs the study. The Transmission Provider Participating TO and/or ISO shall use Reasonable Efforts to complete thea draft Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Interconnection System Impact Study Agreement, or notification to proceed, study payment, and technical data. Prior to issuing study results to the Interconnection Customer, the Participating TO and/or ISO shall share results for review and comment, and incorporate comments and issue a final Interconnection System Impact Study Report within one hundred twenty (120) days after the receipt of the Interconnection System Impact Study Agreement, study payment, and technical data. If Transmission Provider Participating TO and/or ISO uses Clustering, the Transmission Provider Participating TO and/or ISO shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within one hundred twentyninety (90120) Calendar Days after the close of the Queue Cluster Window.

At the request of the Interconnection Customer or at any time the Transmission ProviderParticipating TO and/or ISO determines that it will not meet the required time frame for completing the Interconnection System Impact Study, Transmission Providerthe Participating TO and/or ISO shall notify the Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If the Transmission Provider Participating TO and/or ISO is unable to complete the Interconnection System Impact Study within the time period, it shall notify the Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required.

Upon request, the <u>Transmission Provider Participating TO and/or ISO</u> shall provide the Interconnection Customer all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with LGIP Section 13.1.

#### 7.5 Meeting with Transmission Providerthe Participating TO and ISO.

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission Providerthe Participating TO, the ISO and the Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study.

#### 7.6 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 6.47.2, or any other effective change in information which necessitates a re-study, Transmission Providerthe Participating TO shall notify the Interconnection Customer and the ISO in writing along with a description of the expected results of the re-study. Upon receipt of such notice, the Interconnection Customer shall provide the ISO and the Participating TO within ten (10) Business Days either a written request that the Participating TO (i) terminate the study and withdraw the Interconnection Request; or (ii) continue the study, the Interconnection Customer requests the Participating TO to continue the study, the Interconnection Customer shall pay the Participating TO an additional \$10,000 deposit for the re-study along with providing written notice for the Participating TO to continue.

Such re-study shall take no longer than sixty (60) Calendar Days from the date the Participating TO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 depositef notice. Prior to issuing study results to the Interconnection Customer, the Participating TO and the ISO shall share study results for review and comment and incorporate comments and issue a final study within eighty (80) Calendar Days following receipt of the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. If the Participating TO and/or the ISO is unable to complete the Interconnection System Impact Study within that time period, it 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.

#### 7.7 Network Upgrades Economic Test

The Interconnection Customer must specify the Delivery Network Upgrades identified in the Interconnection System Impact Study to be included in the Interconnection Facility Study and the economic test described in Section 3.4.2 within ten (10) Business Days of receiving the completed Interconnection System Impact Study. This selection of Delivery Network Upgrades does not preclude the Interconnection Customer from removing uneconomic Delivery Network Upgrades from the list of facilities to be installed, after receiving the results of the economic test. The ISO will complete the economic test based on Network Upgrade costs developed in the Interconnection Facilities Study and present the results of the study to the Interconnection Customer and the Participating TO during the meeting described in LGIP Section 8.4. If the ISO is unable to complete the economic test prior to that meeting, it shall notify the Interconnection Customer and the Participating TO and provide an estimated completion date with an explanation of the reasons why additional time is required.

#### Section 8. Interconnection Facilities Study.

### 8.1 Interconnection Facilities Study Agreement.

Simultaneously with the delivery of the Interconnection System Impact Study to the Interconnection Customer, the Transmission Provider Participating TO shall provide to the Interconnection Customer an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. The Interconnection Facilities Study Agreement shall provide that the Interconnection Customer shall compensate the Transmission Provider Participating TO for the actual cost of the Interconnection Facilities Study. Within three (3) Business Days following the Interconnection System Impact Study results meeting, the Transmission Provider Participating TO in coordination with the ISO shall provide to Interconnection Customer a signed Interconnection Facilities Study Agreement which shall include a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. The Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to the Transmission Provider Participating TO within thirty (30) Calendar Days after its receipt, together with the required technical data and the greater of \$100,000 or the Interconnection Customer's portion of the estimated monthly cost of conducting the Interconnection Facilities Study.

 the work to be conducted on the Interconnection Facilities Study-each month for the remaining balance of the estimated Interconnection Facilities Study cost. The Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider The Participating TO shall continue to hold the amounts on deposit until settlement of the final invoice.

## 8.2 Scope of Interconnection Facilities Study.

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Participating TO's electric system to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Customer's Interconnection Facilityies to the Transmission System SO Controlled Grid. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider Participating TO's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities.

### 8.3 Interconnection Facilities Study Procedures.

The Transmission Provider ISO shall coordinate the Interconnection Facilities Study with any Affected System pursuant to LGIP Section 3.5 above. The Transmission Provider Participating TO and/or ISO shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. The Transmission Provider Participating TO and/or ISO shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to the Interconnection Customer. Prior to issuing draft study results to the Interconnection Customer, the Participating TO and ISO shall share results for review and incorporate comments within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninetyone hundred twenty (90120) Calendar Days, with no more than a +/- 20 percent cost estimate contained in the report; or enetwo hundred eightyten (180210) Calendar Days, if the Interconnection Customer requests a +/- 10 percent cost estimate.

At the request of the Interconnection Customer or at any time the Transmission Provider Participating TO and/or ISO determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider the Participating TO and/or ISO shall notify the Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If the Transmission Participating TO and/or ISO Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

The Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft report, provide written comments to the Transmission Provider Participating TO and ISO, which the Transmission Provider Participating TO and/or ISO shall include in the final report. The Transmission Provider Participating TO and/or ISO shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving the Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. The Transmission Provider Participating TO and/or ISO may reasonably extend such fifteen-day period upon notice to the Interconnection Customer if the Interconnection Customer's comments

require the Transmission Provider Participating TO and/or ISO to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Report. Upon request, the Transmission Provider Participating TO and/or ISO shall provide the Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with LGIP Section 13.1.

### 8.4 Meeting with Transmission Provider Participating TO and ISO.

Within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider the Participating TO, the ISO and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study and the economic test, if applicable. Within ten (10) Business Days of this meeting the Interconnection Customer shall make the election of which Delivery Network Upgrades identified in the Interconnection Facilities Study are to be installed. Any operating constraints on the Interconnection Customer's Generating Facility arising out of the Interconnection Customer's election not to install the Delivery Network Upgrades shall be as set forth in Article 9 and Appendix C of the LGIA.

#### 8.5 Re-Study.

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

Such Rre-Sstudy shall take no longer than sixty (60) Calendar Days from the date of notice the Participating TO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share study results for review and comment and incorporate comments and issue a final study within eighty (80) Calendar Days following receipt of the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. If the Participating TO and/or the ISO is unable to complete the Interconnection Facilities Study within that time period, it 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 Rre-Sstudy shall be borne by the Interconnection Customer being re-studied.

## Section 9. Engineering & Procurement ("E&P") Agreement.

Prior to executing an LGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Providerthe Participating TO shall offer the Interconnection Customer, an E&P Agreement that authorizes the Transmission Provider Participating TO to begin engineering and procurement of long

lead-time items necessary for the establishment of the interconnection. However, the Transmission Provider Participating TO shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for the Interconnection Customer to pay the cost of all activities authorized by the Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

The Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its application for interconnection or either party terminates the E&P Agreement, to the extent the equipment ordered can be canceled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably canceled, Transmission Providerthe Participating TO may elect: (i) to take title to the equipment, in which event Transmission Providerthe Participating TO shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

## Section 10. Optional Interconnection Study.

## 10.1 Optional Interconnection Study Agreement.

On or after the date when the Interconnection Customer receives Interconnection System Impact Study results, the Interconnection Customer may request, and the Transmission Provider Participating TO or ISO shall perform, a reasonable number of Optional Interconnection Studies. The request shall describe the assumptions that the Interconnection Customer wishes the Transmission Provider Participating TO or ISO to study within the scope described in LGIP Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, the Transmission Provider Participating TO or ISO shall provide to the Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5.

The Optional Interconnection Study Agreement shall: (i) specify the technical data that the Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) specify the Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of interconnection service for Interconnection Requests remaining in the Optional Interconnection Study case, and (iii) the Transmission Provider's Participating TO's or ISO's estimate of the cost of the Optional Interconnection Study. To the extent known by the Transmission Provider Participating TO or ISO, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, the Transmission Provider Participating TO or ISO shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

The Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$10,000 deposit to the Transmission Provider Participating TO or ISO as applicable.

#### 10.2 Scope of Optional Interconnection Study.

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify the Transmission Provider Participating TO's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. The Transmission Provider Participating TO or ISO shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. The Transmission Provider Participating TO or ISO shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

#### 10.3 Optional Interconnection Study Procedures.

The executed Optional Interconnection Study Agreement, the prepayment, and technical and other data called for therein must be provided to the Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. The Transmission Participating TO or ISO Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If the Transmission Participating TO or ISO Provider is unable to complete the Optional Interconnection Study within such time period, it shall notify the Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to the Transmission Provider Participating TO or ISO, as applicable, or refunded to the Interconnection Customer, as appropriate. Upon request, the Transmission Provider Participating TO or ISO shall provide the Interconnection Customer supporting documentation and workpapers, and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with LGIP Section 13.1.

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

#### 11.1 Tender.

Simultaneously with the issuance of the draft Interconnection Facilities Study report to the Interconnection Customer, the Transmission Provider Participating TO shall tender to the Generator Interconnection Customer a draft LGIA together with draft appendices completed to the extent practicable. The draft LGIA shall be in the form of the Transmission Provider's Commission FERC-approved standard form LGIA, which is in Appendix 6. Within thirty (30) Calendar Days after the issuance of the draft Interconnection Facilities Study Report, the Transmission Provider Participating TO shall tender the completed draft LGIA appendices.

## 11.2 Negotiation.

Notwithstanding LGIP Section 11.1, at the request of the Interconnection Customer, the Transmission Provider Participating TO, and ISO as necessary, shall begin negotiations with the Interconnection Customer concerning the appendices to the LGIA at any time after the Interconnection Customer executes the Interconnection Facilities Study Agreement. The Transmission Provider Participating TO and ISO, as necessary, and the Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty-thirty (630) Calendar Days after tender of the completed draft LGIA appendices final Interconnection Facilities Study Rreport. If the Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the LGIA pursuant to LGIP Section 11.1 and request submission of the unexecuted LGIA with FERC or initiate Dispute Resolution procedures pursuant to LGIP Section 13.5. If the Interconnection Customer requests termination of the negotiations, but within sixty-ninety (690) Calendar Days thereafterafter issuance of the final Interconnection Facilities Study report fails to request either the filing of the unexecuted LGIA or initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if the Interconnection Customer has not executed and returned the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures pursuant to LGIP Section 13.5 within sixtyninety (90) Calendar dDays after issuance of the final Interconnection Facilities Study report of tender of completed draft of the LGIA appendices, it shall be deemed to have withdrawn its Interconnection Request. The Transmission Provider Participating TO shall provide to the Interconnection Customer a final LGIA within fifteen (15) Business Days after the completion of the negotiation process.

#### 11.3 Execution and Filing.

Within fifteen (15) Business Days after receipt of the final LGIA, At the time that the Interconnection Customer either returns the executed LGIA or requests the filing of an unexecuted LGIA as specified below, the Interconnection Customer shall provide the Transmission ProviderParticipating TO (A) reasonable evidence thatof continued Site Control or (B) posting of \$250,000, non-refundable additional security, which shall be applied toward future construction costs. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at the Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit.

The Interconnection Customer shall either: (i) execute two-four originals of the tendered LGIA and return-them one to the Transmission ProviderParticipating TO and two to the ISO; or (ii) request in writing that the Transmission ProviderParticipating TO file with FERC an LGIA in unexecuted form. As soon as practicable, but not later than ten (10) Business Days after receiving either the two-executed originals of the tendered LGIA (if it does not conform with a-Commission FERC-approved standard form of interconnection agreement) or the request to file an unexecuted LGIA, the Transmission ProviderParticipating TO and ISO shall file the LGIA with FERC, as necessary, together with itsan explanation of any matters as to which the Interconnection Customer and the Transmission ProviderParticipating TO or ISO disagree and support for the costs that the

Transmission Provider Participating TO proposes to charge to the Interconnection Customer under the LGIA. An unexecuted LGIA should contain terms and conditions deemed appropriate by the Transmission Provider Participating TO and ISO for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted LGIA, they may proceed pending Commission-FERC action.

#### 11.4 Commencement of Interconnection Activities.

If the Interconnection Customer executes the final LGIA, the Transmission Provider Participating TO, ISO and the Interconnection Customer shall perform their respective obligations in accordance with the terms of the LGIA, subject to modification by FERC. Upon submission of an unexecuted LGIA, both the Interconnection Customer, Participating TO and Transmission Provider shall promptly ISO may proceed to comply with the unexecuted LGIA, subject to modification by pending FERC action.

## 11.5 Interconnection Customer to Meet Requirements of the Participating TO's Interconnection Handbook.

The Interconnection Customer's Interconnection Facilities shall be designed, constructed, operated and maintained in accordance with the Participating TO's Interconnection Handbook.

## Section 12. Construction of Transmission Provider's Participating TO's Interconnection Facilities and Network Upgrades.

#### 12.1 Schedule.

The Transmission Provider Participating TO and the Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of the Transmission Provider Participating TO's Interconnection Facilities and the Network Upgrades.

## 12.2 Construction Sequencing.

#### 12.2.1 General

In general, the <u>lin-Sservice Ddate in the LGIA</u> of an Interconnection Customers seeking interconnection to the <u>Transmission SystemISO Controlled Grid</u> will determine the sequence of construction of Network Upgrades.

## 12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity other than the Interconnection Customer

An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may request that the Transmission Provider Participating TO advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than the Interconnection Customer that is seeking interconnection to the Transmission System Participating TO's portion of the ISO Controlled Grid, in time to support such In-Service Date. Upon such request, Transmission Providerthe Participating TO will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer

commits to pay Transmission Providerthe Participating TO: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

The Transmission Provider Participating TO will refund to the Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA, subject to the limitations set forth in LGIP Section 3.4.3. Consequently, the entity with a contractual obligation to construct such Network Upgrades shall be obligated to pay only that portion of the costs of the Network Upgrades that Transmission Provider Participating TO has not refunded to the Interconnection Customer. Payment by that entity shall be due on the date that it would have been due had there been no request for advance construction. The Transmission Provider Participating TO shall forward to the Interconnection Customer the amount paid by the entity with a contractual obligation to construct the Network Upgrades as payment in full for the outstanding balance owed to the Interconnection Customer. The Transmission Provider Participating TO then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA, subject to the limitations set forth in LGIP Section 3.4.3.

## 12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of the Transmission Provider Participating TO.

An Interconnection Customer with an LGIA, in order to maintain its \(\frac{\text{in}}{\text{-Ss}}\) ervice \(\frac{\text{Dd}}{\text{ats}}\) advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such \(\frac{\text{in}}{\text{-Ss}}\) ervice \(\frac{\text{Dd}}{\text{ate}}\) and (ii) would otherwise not be completed, pursuant to an expansion plan of the \(\frac{\text{Transmission}}{\text{-Participating TO}}\), in time to support such \(\frac{\text{in}}{\text{-Ss}}\) ervice \(\frac{\text{Dd}}{\text{ate}}\). Upon such request, \(\frac{\text{Transmission}}{\text{-Participating TO}}\) will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that the Interconnection Customer commits to pay \(\frac{\text{Transmission}}{\text{-Participating TO}}\) any associated expediting costs. The Interconnection Customer shall be entitled to \(\frac{\text{-transmission}}{\text{-transmission}}\) erediting costs paid.

#### 12.2.4 Amended Interconnection System Impact Study

An Interconnection System Impact-Study will be amended, as needed, to determine the facilities necessary to support the requested lin-Sservice Date as specified in the LGIA. This amended study will include those transmission facilities, and Large Generating Facilities and any other generating facilities that are expected to be in service on or before the requested lin-Sservice Ddate. - If an amendment to an Interconnection Study is required, the Participating TO shall notify the Interconnection Customer and the ISO in writing. Upon receipt of such notice, the Interconnection Customer shall provide the ISO and the Participating TO within ten (10) Business Days a written request that the Participating TO either (i) terminate the amended study and withdraw the Interconnection Customer's Interconnection Request or (ii) continue with the amended study. If the Interconnection Customer requests the Participating TO to continue with the amended study, the Interconnection Customer shall pay the Participating TO an additional \$10,000 deposit for the amended study along with providing written notice for the Participating TO to continue. Such amended study shall take no longer than sixty (60) Calendar Days from the date the Participating TO receives the Interconnection Customer's written notice to continue the study and payment of the additional \$10,000 deposit. Prior to issuing study results to the Interconnection Customer, the Participating TO and ISO shall share study results for review and comment, and incorporate comments and issue a final study within eighty (80) Calendar Days from the date of the Interconnection Customer's written notice

to continue the study and payment of the additional \$10,000 deposit. If the Participating TO is unable to complete the amended Interconnection Study within that time period, it 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 amended study shall be borne by the Interconnection Customer being re-studied.

#### Section 13. Miscellaneous.

## 13.1 Confidentiality.

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by eitherany of the Parties to the other <u>Parties</u> prior to the execution of an LGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Parties y-receiving the information that the information is confidential.

If requested by either any Party, the other Parties y-shall provide in writing, the basis for asserting that the information referred to in this Article-Section warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

The confidentiality provisions of this LGIP are limited to information provided pursuant to this LGIP.

#### 13.1.1 Scope.

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Bbreach of the LGIA; or (6) is required, in accordance with LGIP Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA LGIP. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Parties y-that it no longer is confidential.

## 13.1.2 Release of Confidential Information.

Neither No Party shall release or disclose Confidential Information to any other person, except to its employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in

connection with these procedures, unless such person has first been advised of the confidentiality provisions of this <u>LGIP</u> Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this LGIP Section 13.1.

## 13.1.3 Rights.

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Partiesy. The disclosure by each Party to the other Parties y of Confidential Information shall not be deemed a waiver by either a Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

#### 13.1.4 No Warranties.

By providing Confidential Information, neither no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither no Party obligates itself to provide any particular information or Confidential Information to the other Parties y-nor to enter into any further agreements or proceed with any other relationship or joint venture.

## 13.1.5 Standard of Care.

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Parties y-under these procedures or its regulatory requirements.

## 13.1.6 Order of Disclosure.

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either-any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Parties y-with prompt notice of such request(s) or requirement(s) so that the other Parties y-may seek an appropriate protective order or waive compliance with the terms of the LGIA LGIP. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

## 13.1.7 Remedies.

The Parties agree that mMonetary damages would be are inadequate to compensate a Party for the another Party's Bbreach of its obligations under this LGIP Section 13.1. Each Party accordingly agrees that the other Parties y shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Bbreaches or threatens to Bbreach its obligations under this LGIP Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Bbreach of this LGIP Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties fFurther, acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business

interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this <u>LGIP</u> Section 13.1.

## 13.1.8 Disclosure to FERC or its Staff.

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 C.F.R. section 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the LGIP, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. section 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties y-prior to the release of the Confidential Information to the Commission-FERC or its staff. The Party shall notify the other applicable Parties y to the LGIA-when its-it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either-any of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. section 388.112.

13.1.9

Subject to the exception in LGIP Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information ("Confidential Information") shall not be disclosed by the other Parties y-to any person not employed or retained by the other Partiesy, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Partiesy, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this LGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Parties y-in writing of the information it claims is confidential. Prior to any disclosures of the another Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

- 13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a <u>Bb</u>reach of this provision).
- 13.1.11 \_\_\_\_\_ The Transmission Provider Participating TO or ISO shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

### 13.2 Delegation of Responsibility.

The Transmission Provider Participating TO and ISO may use the services of subcontractors as it-deemsed appropriate to perform-its their obligations under this LGIP. Transmission Provider The Participating TO or ISO shall remain primarily liable to the Interconnection Customer for the performance of such its respective subcontractors and compliance with its obligations of this LGIP. The subcontractor shall keep all information

provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

#### 13.3 Obligation for Study Costs.

Transmission Provider The Participating TO or ISO shall charge and the Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to the Interconnection Customer, or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. The Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. The Transmission Provider Participating TO or ISO shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

#### 13.4 Third Parties Conducting Studies.

If (i) at the time of the signing of an Interconnection Study Aggreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) the Interconnection Customer receives notice pursuant to LGIP Sections 6.3, 7.4 or 8.3 that the Transmission Provider Participating TO or ISO will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) the Interconnection Customer receives neither the Interconnection Study nor a notice under LGIP Sections 6.3, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then the Interconnection Customer may require the Transmission Provider Participating TO or ISO to utilize a third party consultant reasonably acceptable to Interconnection Customer and Transmission Provider Participating TO or ISO to perform such Interconnection Study under the direction of the Transmission Provider Participating TO or ISO may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of the Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where the Transmission Provider Participating TO and ISO determines that doing so will help maintain or accelerate the study process for the Interconnection Customer's pending Interconnection Request and not interfere with the Transmission Provider's Participating TO's and ISO's progress on Interconnection Studies for other pending Interconnection Requests. In cases where the Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider-Participating TO or ISO shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider Participating TO or ISO shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in LGIP Section 13.1. In any case, such third party contract may be entered into with either the Interconnection Customer or the Transmission Provider Participating TO or ISO at the Transmission Provider's Participating TO's or ISO discretion. In the case of (iii) the Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required

to comply with this LGIP, Article 26 of the LGIA (Subcontractors), the ISO Tariff, and the relevant OATT procedures and protocols Participating TO's TO Tariff as would apply if the Transmission Provider Participating TO or ISO were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. The Transmission Provider Participating TO or ISO shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

#### 13.5 Disputes.

All disputes arising out of or in connection with this LGIP whereby relief is sought by or from the ISO shall be settled in accordance with the ISO ADR Procedures. Disputes arising out of or in connection with this LGIP not subject to the ISO ADR Procedures shall be resolved as follows:

#### 13.5.1 Submission.

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the LGIA, the LGIP, or their performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party's receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this-the LGIA and LGIP.

#### 13.5.2 External Arbitration Procedures.

Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this LGIP Section 13, the terms of this LGIP Section 13 shall prevail.

### 13.5.3 Arbitration Decisions.

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or

change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, or Network Upgrades.

#### 13.5.4 Costs.

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.

# APPENDIXCES TO LGIP

APPENDIX 1	INTERCONNECTION REQUEST
APPENDIX 2	INTERCONNECTION FEASIBILITY STUDY AGREEMENT
APPENDIX 3	INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT
APPENDIX 4	INTERCONNECTION FACILITIES STUDY AGREEMENT
APPENDIX 5  AGREEMENT	OPTIONAL INTERCONNECTION STUDY
APPENDIX 6	STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

# APPENDIX 1 to LGIP INTERCONNECTION REQUEST

Provide three copies of this completed form pursuant to Section 7 below.

1.	The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with the Transmission Provider's Transmission System ISO Controlled Grid pursuant to a the ISO Tariff.		
2.	This Interconnection Request is for (check one):  A proposed new Large Generating Facility.  An increase in the generating capacity or a Material Modification of an existing Generating Facility.		
3.	appro	rpe of interconnection service requested (check one or both as priate): -[It is intended that the types of interconnection services specified in Article 4 of the LGIA be placed here.]	
4.	The In	nterconnection Customer provides the following information:	
	a.	Address or location of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;	
	b.	Maximum summer atdegrees C and winter atdegrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;	
descr	c. ription c	Type of project (i.e., gas turbine, hydro, wind, etc.) and General of the equipment configuration;	
Opera	d. ation D	Proposed In-Service Date, Trial Operation date and Commercial ate by day, month, and year and term of service;	
	e.	Name, address, telephone number, and e-mail address of the Interconnection Customer's contact person;	
	f.	Approximate location of the proposed Point of Interconnection-(optional); and	
	g.	Interconnection Customer Data (set forth in Attachment A)	
5.	Applio	cable deposit amount as specified in the LGIP.	

6.	Evidence of Site Control as specified in the LGIP and name(s), address(es) and contact information of site owner(s) (check one):
	Is attached to this Interconnection Request Will be provided at a later date in accordance with this LGIP
7.	This Interconnection Request shall be submitted to the representative indicated below:
	[To be completed by Transmission Provider]
	New Resource Interconnection California ISO P.O. Box 639014 Folsom, CA 95763-9014
	Overnight address: 151 Blue Ravine Road, Folsom, CA 95630
8.	Representative of the Interconnection Customer to contact:
	[To be completed by the Interconnection Customer]

9.	This Interconnection Request is submitted by:
	Name of the Interconnection Customer:
	By (signature):
	Name (type or print):
	Title:
	Date:

## LARGE GENERATING FACILITY DATA

Provide three copies of this completed form pursuant to Section 7 of Appendix 1.

1	Prov	<u>ide two original prints and one reproducible copy (no larger than 36" x</u>
· · · · · · · · · · · · · · · · · · ·		of the following:
	<u>A.</u>	Site drawing to scale, showing generator location and point of interconnection with the ISO Controlled Grid.
	B.	Single-line diagram showing applicable equipment such as generating
	<u></u>	units, step-up transformers, auxiliary transformers, switches/disconnects
		of the proposed interconnection, including the required protection devices
		and circuit breakers. For wind generator farms, the one line diagram
		should include the distribution lines connecting the various groups of
		generating units, the generator capacitor banks, the step up transformers,
		the distribution lines, and the substation transformers and capacitor banks
		at the point of interconnection with the utility.
2.	Gene	erating Facility Information
	<u>A)</u>	Total Generating Facility rated output (kW):
	<u>B)</u>	Generating Facility auxiliary load (kW):
	<u>C)</u>	Project net capacity (kW):
	D)	Standby load when Generating Facility is off-line (kW):
	<u>E)</u>	Number of Generating Units:
		(Please repeat the following items for each generator)
	<u>F)</u>	Individual generator rated output (kW for each unit):
	<u>G)</u>	Manufacturer:
	ЫV	Vear Manufactured:

Nominal Terminal Voltage:
Rated Power Factor (%):

	K)	Type (Induction, Synchronous, D.C. with Inverter):
	L)	Phase (3 phase or single phase):
	M)	Connection (Delta, Grounded WYE, Ungrounded WYE, impedance
		grounded):
	<u>N)</u>	Generator Voltage Regulation Range:
	0)	Generator Power Factor Regulation Range:
	<u>P)</u>	For combined cycle plants, specify the plant output for an outage of the
	<u>stea</u>	m turbine or an outage of a single combustion turbine:
3.	Svno	chronous Generator – General Information:
		ase repeat the following for each generator)
	1	
	Α.	Rated Generator speed (rpm):
	B.	Rated MVA:
	C.	Rated Generator Power Factor:
	A. B. C. D. E. F.	Generator Efficiency at Rated Load (%):
	E.	Moment of Inertia (including prime mover):
	F.	Inertia Time Constant (on machine base) H: sec or
	<u></u>	MJ/MVA
	G.	SCR (Short-Circuit Ratio - the ratio of the field current required for rated
		open-circuit voltage to the field current required for rated short-circuit
		current):
	<u>H.</u>	Please attach generator reactive capability curves.
	1.	Rated Hydrogen Cooling Pressure in psig (Steam Units only):
	J.	Please attach a plot of generator terminal voltage versus field current that
		shows the air gap line, the open-circuit saturation curve, and the
		saturation curve at full load and rated power factor.

## 4. Excitation System Information

(Please repeat the following for each generator)

- A. Indicate the Manufacturer and Type

  of excitation system used for the generator. For exciter type, please choose from 1 to 8 below or describe the specific excitation system.
  - 1) Rotating DC commutator exciter with continuously acting regulator.

    The regulator power source is independent of the generator terminal voltage and current.
  - 2) Rotating DC commentator exciter with continuously acting regulator. The regulator power source is bus fed from the generator terminal voltage.
  - 3) Rotating DC commutator exciter with non-continuously acting regulator (i.e., regulator adjustments are made in discrete increments).
  - 4) Rotating AC Alternator Exciter with non-controlled (diode) rectifiers.

    The regulator power source is independent of the generator terminal voltage and current (not bus-fed).
  - 5) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers.

    The regulator power source is fed from the exciter output voltage.
  - 6) Rotating AC Alternator Exciter with controlled (thyristor) rectifiers.
  - 7) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from the generator terminal voltage.

		8) Static Exciter with controlled (thyristor) rectifiers. The regulator power source is bus-fed from a combination of generator terminal voltage and current (compound-source controlled rectifiers system.
	<u>B.</u>	Attach a copy of the block diagram of the excitation system from its instruction manual. The diagram should show the input, output, and all feedback loops of the excitation system.
	C.	Excitation system response ratio (ASA):
	C. D. E. F.	Full load rated exciter output voltage:
	<u>E</u> .	Maximum exciter output voltage (ceiling voltage):
	<u>F.</u>	Other comments regarding the excitation system?
E	Down	er System Stabilizer Information.
<u>5.</u>		se repeat the following for each generator. All new generators are required
		tall PSS unless an exemption has been obtained from WECC. Such an
		ption can be obtained for units that do not have suitable excitation
	syste	
	Α	Manufacturer:
	B.	Is the PSS digital or analog?
	C.	Note the input signal source for the PSS?
		Bus frequency Shaft speed Bus Voltage
		Other (specify source)
	<u>D.</u>	Please attach a copy of a block diagram of the PSS from the PSS
		Instruction Manual and the correspondence between dial settings and the
		time constants or PSS gain.
	<u>E:</u>	Other comments regarding the PSS?
		<del>-</del>

<u>6.</u>	Turbine-Governor Information		
	(Please repeat the following for each generator)		
	Please complete Part A for steam, gas or combined-cycle turbines, Part B for hydro turbines, and Part C for both.		
	A. Steam, gas or combined-cycle turbines:		
	1.)List type of unit (Steam, Gas, or Combined-cycle):		
	2.) If steam or combined-cycle, does the turbine system have a reheat		
	process (i.e., both high- and low-pressure turbines)?		
	3.) If steam with reheat process, or if combined-cycle, indicate in the		
	space provided, the percent of full load power produced by		
	each turbine:		
	Low pressure turbine or gas turbine: % High pressure turbine or steam turbine: %		
	B. Hydro turbines:		
	1.) Turbine efficiency at rated load: %		
	2.) Length of penstock: ft		
	3.) Average cross-sectional area of the penstock: ft2		
	4.) Typical maximum head (vertical distance from the bottom of the		
	penstock, at the gate, to the water level): ft		
	5.) Is the water supply run-of-the-river or reservoir:		
	6.) Water flow rate at the typical maximum head: ft3/sec		
	7.) Average energy rate: kW-hrs/acre-ft		
	8.) Estimated yearly energy production: kW-hrs		

<ul> <li>3.) Minimum turbine power output (while on line):</li> <li>4.) Governor information: <ul> <li>a: Droop setting (speed regulation):</li> <li>b: Is the governor mechanical-hydraulic or electronic</li> <li>(Electro-hydraulic governors have an electronic</li> </ul> </li> </ul>	MV
a: Droop setting (speed regulation): b: Is the governor mechanical-hydraulic or electron	
b: Is the governor mechanical-hydraulic or electro	
(Electro hydraulic governors have an electronic	<u>o-hydrai</u>
Liectio-Hydraulic governors have an electromic	c speed
sensor and transducer.)?	_
c: Other comments regarding the turbine governo	or syste

## 7. Synchronous Generator and Associated Equipment – Dynamic Models:

For each generator, governor, exciter and power system stabilizer, select the appropriate dynamic model from the General Electric PSLF Program Manual and provide the required input data. The manual is available on the GE website at www.gepower.com. Select the following links within the website: 1) Our Businesses, 2) GE Power Systems, 3) Energy Consulting, 4) GE PSLF Software, 5) GE PSLF User's Manual.

There are links within the GE PSLF User's Manual to detailed descriptions of specific models, a definition of each parameter, a list of the output channels, explanatory notes, and a control system block diagram. The block diagrams are also available on the Ca-ISO website.

If you require assistance in developing the models, we suggest you contact
General Electric. Accurate models are important to obtain accurate study results.
Costs associated with any changes in facility requirements that are due to
differences between model data provided by the generation developer and the
actual generator test data, may be the responsibility of the generation developer.

<u>8</u>	induction Generator Data:
	A. Rated Generator Power Factor at rated load:  B. Moment of Inertia (including prime mover):  C. Do you wish reclose blocking? Yes , No  Note: Sufficient capacitance may be on the line now, or in the future, and the generator may self-excite unexpectedly.
9.	Generator Short Circuit Data
	For each generator, provide the following reactances expressed in p.u. on the generator base:
	<ul> <li>X"1 – positive sequence subtransient reactance:</li> <li>X"2 – negative sequence subtransient reactance:</li> <li>X"0 – zero sequence subtransient reactance:</li> </ul>
	Generator Grounding:
	A. Solidly grounded  B. Grounded through an impedance
	Impedance value in p.u on generator base. R: p.u.  X: p.u. C. Ungrounded

# 10. Step-Up Transformer Data

For each step-up transformer, fill out the data form provided in Table 1.

## 11. Line Data

There is no need to provide data for new lines that are to be planned by the Participating TO. However, for transmission lines that are to be planned by the generation developer, please provide the following information:

Nominal Voltage:	_	
Line Length (miles):		
Line termination Points:		
Conductor Type: Size:	· 	
If bundled. Number per phase:	, Bundle spacing: in.	
Phase Configuration. Vertical:	, Horizontal:	
Phase Spacing (ft): A-B: , B-C:	, C-A:	
Distance of lowest conductor to Ground	<u>: ft</u>	
Ground Wire Type: Size:	Distance to Ground:	<u>ft</u>
Attach Tower Configuration Diagram		
Summer line ratings in amperes (norma	al and emergency)	
Resistance (R): p.u.**		
Reactance: ( X ): p.u**		
Line Charging (B/2):	p.u**	
** On 100-MVA and nominal line voltage	e (kV) Base	

# 12. Wind Generators

Number of generators to be interconnected pursuant to this Interconnection			
Request:			
Elevation:	Single Phase	Three Phase	
Inverter manufacturer, model n	<u>ame, number, and versi</u>	on:	
	the protective equipmen	t or coffword:	
List of adjustable setpoints for	the protective equipmen	t or software.	
<del>_</del>			
Field Volts:			
Field Amperes:			
Motoring Power (kW):			
Neutral Grounding Resistor (If	Applicable):		
122t or K (Heating Time Constant	nt):		
Rotor Resistance:			
Stator Resistance:			
Stator Reactance:	April 1995		
Rotor Reactance:			
Magnetizing Reactance:			
Short Circuit Reactance:			
Exciting Current:			
Temperature Rise:			
Frame Size:	<u>_</u>		
Design Letter:	_		
Reactive Power Required In V	ars (No Load):		
Reactive Power Required In V			
Total Rotating Inertia, H:	Per Unit on KVA B	<u>ase</u>	

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

# TABLE 1

# TRANSFORMER DATA

UNIT\_\_\_

01111			
NUMBER OF TRA	NSFORMERS	PHASE	
RATED KVA  Connection (Delta, Wye, Gnd.)	H Winding	X Winding	Y Winding
55 C Rise 65 C Rise			
RATED VOLTAGE			
BIL			
AVAILABLE TAPS (planned or existing)			
LOAD TAP CHANGER?			
TAP SETTINGS			
COOLING TYPE: OA	OA/FA O	A/FA/FA	OA/FOA
<u>IMPEDANCE</u>	<u>H-X</u>	<u>H-Y</u>	<u>X-Y</u>
Percent			
MVA Base			
Tested Taps			
WINDING RESISTANCE	<u>H</u>	X	Y
Ohms			

CURRENT TRANSFORMER RATIO	<u>os</u>	
<u>н х</u>	<u>Y</u>	N
	<u>-</u>	
<del>-</del>	_	
PERCENT EXCITING CURRENT	<u> 100 % Voltage;</u>	110% Voltage
Supply copy of nameplate a	and manufacture	s test report when available
	UNIT RATINGS	
kVAF	Volta	αa
Power Factor		
Speed (RPM) Short Circuit Ratio Stator Amperes at Rated kVA	Conr	ection (e.a. Wve)
Short Circuit Ratio	Freq	uency. Hertz
Stator Amperes at Rated kVA	Field	Volts
Max Turbine MW	<u>—</u> 手	
Inertia Constant, H =		_ kW sec/kVA
REACTANCE DATA (PER UNIT-R	ATED KVA)DIRE	
		QUADRATURE AXIS
Synchronous saturated X	dy	Yay
Synchronous Linsaturated		
Transient saturated	X□dv	X□av
Transient unsaturated	idi	X□qi
Transient unsaturated Subtransient saturated X		
Subtransient unsaturated	X□di	————X⊟qi
Negative Sequence – saturated X		
Negative Sequence - unsaturated		
Zero Sequence – saturated		
Zero Sequence - unsaturated		
Leakage Reactance X		
FIELD TIME CONSTANT DATA (S		
TILL TIME CONCINITION OF THE		
Open Circuit	T⊟do	<del></del> <del>T □qo</del>

Three-Phase Short Circuit Transient Line to Line Short Circuit Transient Line to Neutral Short Circuit Transient Short Circuit Subtransient Open Circuit Subtransient	T⊟d3 T⊟d2 T⊟d1 T⊟d T⊟do	
ARMATURE TIME CONSTANT DATA	<del>(SEC)</del>	
Three Phase Short Circuit Line to Line Short Circuit Line to Neutral Short Circuit	<del>Ta3</del> - <del>-Ta2</del> Ta1	

NOTE: If requested information is not applicable, indicate by marking "N / A."

To Appendix 1  Interconnection Request	Attachment A (page 2	2١
• •	··· ·	•
Interconnection Request	To Appendix	4
	Interconnection Reques	st

# MW CAPABILITY AND PLANT CONFIGURATION LARGE GENERATING FACILITY DATA

## **ARMATURE WINDING RESISTANCE DATA (PER UNIT)**

Positive	<del></del>	
Negative	<del></del>	
Zero	<del></del>	
Rotor Short Time Thermal C	Capacity I22t ==	
Field Current at Rated kVA,	Armature Voltage and PF =	amps
· · · · · · · · · · · · · · · · · · ·	and Armature Voltage, 0 PF =	amps
Three Phase Armature Win	_	microfarad
Field Winding Resistance		ohms C
Armature Winding Resistan	ce (Per Phase) =	ohmsC

## **CURVES**

Provide Saturation, Vee, Reactive Capability, Capacity Temperature Correction curves. Designate normal and emergency Hydrogen Pressure operating range for multiple curves.

Attachment A (page 3  To Appendix  Interconnection Reques
GENERATOR STEP-UP TRANSFORMER DATA
RATINGS
Capacity Self-cooled/maximum nameplate/kVA
Voltage Ratio————————————————————————————————————
Winding Connections Low V/High V (Delta or Wye)/
Fixed Taps Available
Present Tap Setting
IMPEDANCE
Positive Z1 (on self-cooled kVA rating) % X/R
Zero Z0 (on self-cooled kVA rating) %X/R

Interconnection Reque
EXCITATION SYSTEM DATA
Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.
GOVERNOR SYSTEM DATA
Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.
WIND GENERATORS
Number of generators to be interconnected pursuant to this Interconnection Request:
Elevation: Three Phase
Inverter manufacturer, model name, number, and version:

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device then they shall be provided and discussed at Scoping Meeting.

	Attachment A (page 5) To Appendix 1
	Interconnection Request
INDUCTION GENERATORS:	
(*) Field Volts:	
(*) Field Amperes: (*) Motoring Power (kW):	
(*) Neutral Grounding Resistor (If Applicable):	
(*) I <sub>2</sub> <sup>2</sup> t or K (Heating Time Constant):	
(*) Rotor Resistance:	
(*) Stator Resistance:	
(*) Stator Reactance:	
(*) Rotor Reactance:	
(*) Magnetizing Reactance:	
(*) Short Circuit Reactance:	
(*) Exciting Current:	
(*) Temperature Rise:	
(*) Frame Size:	
(*) Design Letter:	
(*) Reactive Power Required In Vars (No Load):	
(*) Reactive Power Required In Vars (Full Load):	
(*) Total Rotating Inertia, H:Per Unit on KVA Base	

Note: Please consult Transmission Provider prior to submitting the Interconnection Request to determine if the information designated by (\*) is required.