

**Stakeholder Process: Interconnection Process Enhancements****Summary of Submitted Comments**

**Stakeholders submitted three rounds of written comments to the ISO on the following dates:**

- Round One: Issue Paper and Straw Proposal, 3/23/15, Comments received 04/13/15
- Round Two: Revised Straw Proposal 05/14/15, Comments received 06/02/15
- Round Three: Draft Final Proposal 07/06/15, Comments received 07/27/15

**Stakeholder comments are posted at:** <http://www.caiso.com/Pages/documentsbygroup.aspx?GroupID=959C3E8E-7045-49CC-AE01-6CAD4DD3C299>

**Other stakeholder efforts include:**

- Web conference, 3/30/15
- Web conference, 5/18/15
- Web conference, 7/13/15
- Numerous client services outreach calls

Management proposal	EDF Renewable Energy and the Large Scale Solar Association and	Independent Energy Producers, Pacific Gas and Electric, and Six Cities	Southern California Edison	Management response
<p><b><u>Negotiation of Generator Interconnection Agreements</u></b> – Aligns negotiation timelines with customer planned operation date and network upgrade construction timelines, allows ISO and PTO to declare an impasse, and requires in service date and commercial operation date to remain achievable</p>	<p>Supports with qualification.</p> <p>(1) Both believe the definition of the term “impasse” should be added to ISO Tariff Appendix A.</p> <p>(2) Both believe that the interconnection customer should have at least as much time to take action as the ISO and Participating TO if an impasse is declared.</p> <p>(3) EDF Renewable Energy believes that there should be a possible extension to the 120 day negotiation timeline included in the definition of “impasse”.</p>	<p>Supports.</p>	<p>Supports with qualification.</p> <p>(4) Believes the negotiation timeline should be extended from 180 calendar days to 240 calendar days to account for the fact that FERC requires 60 days from the date of execution before the generator interconnection agreement is effective.</p>	<p>(1) The concept of an impasse is not unique in its application regarding GIA negotiation. A definition in ISO Tariff Appendix A is not necessary. The ISO will consider including guidance in the generator interconnection BPMs.</p> <p>(2) The proposal already allows the same amount of time for action from the interconnection customer, ISO, and PTO if an impasse is declared. The time allowed for a FERC filing is the same regardless which party declares an impasse. If the interconnection customer declares an impasse, the interconnection customer has seven calendar days to make a decision about how to move forward. If a filing is requested the PTO and/or the ISO have 10 business days (14 calendar days) to submit a filing to the FERC. The total time is three weeks. If the PTO or the ISO declare an impasse the Participating TO or the ISO have 21 calendar days to submit a filing to the FERC. The total time is three weeks.</p> <p>(3) As noted above, because the parties may mutually agree to extend negotiations beyond 120 calendar, it is not necessary to add an additional 120 day negotiation period in the event a party declares an impasse.</p> <p>(4) The effective date as described in the generator interconnection agreement states that the generator interconnection agreement is effective upon execution which has already been approved by the FERC thus the additional days are not required. Additionally, the negotiation time does not include execution or FERC filing, if required, so an extension of the timeline is not necessary.</p>

Management proposal	EDF Renewable Energy and the Large Scale Solar Association	Pacific Gas and Electric and Southern California Edison	Management response
<p><b><u>Stand-Alone Network Upgrades and Self Build Options</u></b> - Requires customer to post security for self-build Stand Alone Network Upgrades (“SANU”) until Generator Interconnection Agreement is signed</p>	<p>Oppose.</p> <p>(1) Believe that there should be no requirement to post financial security for self-build stand-alone network upgrades in the initial or second financial security postings.</p> <p>(2) Believe that the cost cap should be adjusted to reflect any self build stand-alone network upgrades included in the generator interconnection agreement</p>	<p>Supports.</p>	<p>(1) Management believes that the current proposal strikes a balance between stakeholder concerns with interconnection customers taking advantage of the lower posting requirements as well of lowering the amount of financial security at risk. Once an interconnection agreement is signed and the customer has the legal and financial obligation to self-build the portion of financial security for that project will be released so it can be used to fund the self-build portion.</p> <p>(2) Management agrees that the cost cap will be adjusted in the generator interconnection agreement with the stipulation that the original cost cap will apply should the construction of the stand-alone network upgrade revert to the PTO to build.</p>

Management proposal	S-Power	Pacific Gas and Electric and Southern California Edison	Management response
<p><b><u>Non-refundable portion of Financial Security for Withdrawal during Downsizing Process -</u></b>  Clarifies that refund amounts are based on pre-downsizing capacity</p>	<p>Opposes.</p> <p>Believes the downsizing process should be a means for reducing the amount of interconnection financial security forfeited upon withdrawal.</p>	<p>Supports.</p>	<p>Management believes that it is inequitable to allow interconnection customers to reduce the amount of financial security at risk as it shifts that risk to Participating TOs to finance needed upgrades should the project withdraw. The majority of stakeholders agree that the downsizing process should be utilized for the sole purpose of reducing project size and not merely to reduce forfeitures at withdrawal.</p>