

For Settlement Purposes Only  
September 1, 2023 (corrected October 13, 2023)

## Appendix 2:

### Bonneville's Attachment L and Attachment R to the Open Access Transmission Tariff

**ATTACHMENT L**

**Standard Large Generator Interconnection Procedures (LGIP), including Standard Large  
Generator Interconnection Agreement (LGIA)**

**STANDARD LARGE GENERATOR  
INTERCONNECTION PROCEDURES (LGIP)**

**including**

**STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT (LGIA)**

## **Standard Large Generator**

### **Interconnection Procedures (LGIP)**

**(Applicable to Generating Facilities that exceed 20 MW)**

#### **TABLE OF CONTENTS**

Section 1.	Definitions.....	6
Section 2.	Scope and Application .....	16
2.1	Application of Standard Large Generator Interconnection Procedures .....	16
2.2	Comparability.....	16
2.3	Base Case Data.....	16
2.4	No Applicability to Transmission Service .....	16
2.5	EIM Requirements .....	16
Section 3.	Interconnection Requests .....	17
3.1	Interconnection Requests .....	17
3.2	Identification of Types of Interconnection Services .....	17
3.3	Utilization of Surplus Interconnection Service .....	19
3.4	Valid Interconnection Request.....	26
3.5	OASIS Posting .....	28
3.6	Coordination with Affected Systems .....	32
3.7	Withdrawal.....	32
3.8	Identification of Contingent Facilities .....	33
Section 4.	Interconnection Request Evaluation .....	35
4.1	Queue Position .....	35
4.2	General Study Process.....	36
4.3	Transferability of Queue Position .....	38
4.4	Modifications .....	38
Section 5.	New Transmission Provider.....	41
5.1	[Reserved] .....	41
5.2	New Transmission Provider.....	41
Section 6.	Phase One Cluster Study.....	42

- 6.1 Phase One Cluster Study Agreement ..... 42
- 6.2 Customer Engagement Window ..... 42
- 6.3 Execution of Phase One Cluster Study Agreement ..... 43
- 6.4 Scope of Phase One Cluster Study..... 43
- 6.5 Phase One Cluster Study Procedures ..... 44
- 6.6 Customer Review Period and Commercial Readiness Options ..... 45
- 6.7 Phase One Cluster Study Withdrawals and Re-Studies ..... 47
- Section 7. Phase Two Cluster Study ..... 48
  - 7.1 Phase Two Cluster Study Agreement ..... 48
  - 7.2 Execution of Phase Two Cluster Study Agreement..... 49
  - 7.3 Scope of Phase Two Cluster Study ..... 49
  - 7.4 Phase Two Cluster Study Procedures ..... 50
  - 7.5 Phase Two Customer Review Period..... 50
  - 7.6 Phase Two Cluster Study Withdrawals and Re-Studies ..... 52
- Section 8. Interconnection Facilities Study..... 53
  - 8.1 Interconnection Facilities Study Agreement..... 53
  - 8.2 Scope of Interconnection Facilities Study..... 54
  - 8.3 Interconnection Facilities Study Procedures ..... 54
  - 8.4 Meeting with Transmission Provider ..... 55
  - 8.5 Re-Study..... 55
- Section 9. Engineering & Procurement ('E&P') Agreement ..... 55
- Section 10. [Reserved] ..... 56
- Section 11. Standard Large Generator Interconnection Agreement (LGIA) ..... 56
  - 11.1 Tender ..... 56
  - 11.2 Negotiation..... 56
  - 11.3 Execution..... 57
  - 11.4 Commencement of Interconnection Activities..... 57
- Section 12. Construction of Transmission Provider's Interconnection Facilities and Network Upgrades ..... 57
  - 12.1 Schedule ..... 57
  - 12.2 Construction Sequencing ..... 57
- Section 13. Miscellaneous..... 59
  - 13.1 Confidentiality ..... 59

13.2 Delegation of Responsibility..... 62

13.3 Obligation for Study Costs and Refunds..... 62

13.4 Third Parties Conducting Studies..... 63

13.5 Disputes..... 64

13.6 Local Furnishing Bonds ..... 66

Section 14. Generating Facility Repower Request ..... 67

14.1 General ..... 67

14.2 Timing ..... 67

14.3 Interconnection Service..... 68

14.4 Evaluation Process ..... 68

14.5 Study Process ..... 68

14.6 Tender ..... 69

14.7 LGIA ..... 69

Section 15. Generating Facility Replacements ..... 70

15.1 General ..... 70

15.2 Timing ..... 70

15.3 Interconnection Service..... 71

15.4 Modifications ..... 71

15.5 Evaluation Process ..... 72

15.6 Study Process ..... 72

15.7 Tender ..... 73

15.8 LGIA ..... 74

Appendix 1 - Interconnection Request for a Large Generating Facility

Appendix 2 - Phase One Cluster Study Agreement

Appendix 3 - Phase Two Cluster Study Agreement

Appendix 4 - Interconnection Facilities Study Agreement

Appendix 5 - Standard Large Generator Interconnection Agreement

Appendix 6 - Surplus Interconnection Service System Impact Study Agreement

Appendix 7 - Surplus Interconnection Service Facilities Study Agreement

Appendix 8 - Interconnection Procedures for a Wind Generating Plant

**Section 1. Definitions**

**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 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 Transmission Provider's Transmission System 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 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.

**Cluster** shall mean a group of one or more Interconnection Requests that are studied together for the purpose of conducting a Cluster Study.

**Cluster Area** shall have the meaning set forth in Sections 6.5 and 7.4 of this LGIP.

**Cluster Request Window** shall mean the period of time during which Transmission Provider shall accept Interconnection Requests for a Cluster Study.

**Cluster Re-Study** shall mean a re-study of a Cluster Study conducted pursuant to Sections 6.7 and 7.6 of this LGIP.

**Cluster Re-Study Meeting** shall mean the meeting held to discuss the results of a Cluster Re-Study pursuant to Section 6.7 and 7.6 of this LGIP.

**Cluster Re-Study Report** shall mean the report issued following completion of a Cluster Re-Study pursuant to Sections 6.7 and 7.6 of this LGIP.

**Cluster Scoping Meeting** shall mean the meeting between representatives of Interconnection Customer and Transmission Provider conducted for the purpose of discussing general information regarding the applicable Cluster Study, including size (e.g., MW and number of Interconnection Requests in the Cluster), a general overview of the Cluster Study process, and to exchange information, including transmission data and earlier study and Cluster Study evaluations, that would be reasonably expected to affect the applicable Cluster Study.

**Cluster Study** shall mean the evaluation of a Cluster in the Phase One Cluster Study or Phase Two Cluster Study, including any Cluster Re-Study, as described in more detail in Sections 6 and 7 of this LGIP.

**Cluster Study Report** shall mean the report issued following completion of a Cluster Study pursuant to Sections 6.6 and 7.5 of this LGIP.

**Cluster Study Report Meeting** shall mean the meeting held to discuss the results of a Cluster Study pursuant to Sections 6.6 and 7.5 of this LGIP.

**Clustering** shall mean the process whereby a group of Interconnection Requests are studied together, instead of serially, as described in more detail in Sections 6 and 7 of this LGIP.

**Co-Located Resource** shall mean a Generating Facility that is co-located with one or more Generating Facilities on the same site and behind the same Point of Interconnection.

**Commercial Operation** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the Standard Large Generator Interconnection Agreement.

**Commercial Readiness Deposit** shall mean a deposit paid in lieu of submitting evidence of a Commercial Readiness Milestone Option.

**Commercial Readiness Milestone Option** shall mean the options set forth in Section 6.6 of the LGIP.



**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.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for re-studies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**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 an Applicable Reliability Council.

**Customer Engagement Window** shall have the meaning set forth in Section 6.2 of this LGIP.

**Customer Review Period** shall have the meaning set forth in Sections 6.6 and 7.5 of this LGIP.

**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.

**Dispute Resolution** shall mean the procedure 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 Transmission Provider's facilities 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 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.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment 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 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** shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or nonfirm capacity of 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 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 et seq.

**FERC** shall mean the Federal Energy Regulatory Commission (FERC or 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, pandemic or endemic, 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 acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device for the production and/or storage for later injection 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.

**Generating Facility Replacement Request** shall mean an Interconnection Customer's request, in accordance with the Tariff, to replace one or more aged generating units, at an existing Generating Facility interconnected with Transmission Provider's Transmission System.

**Generating Facility Repower Request** shall mean an Interconnection Customer's request, in accordance with the Tariff, to replace one or more aged components of a generating unit, at an existing Generating Facility interconnected with Transmission Provider's Transmission System.

**Generation Model and Performance Attestation** shall mean a signed statement (1) attesting that Interconnection Customer accepts Transmission Provider's use of generic performance models for the Phase One Cluster Study; (2) acknowledging that validated detailed models required for the Phase Two Cluster Study must meet Transmission Provider's Technical Requirements for Interconnection and

represent the performance characteristics of the Generating Facility; and (3) acknowledging that the proposed Generating Facility must be designed to meet performance requirements in Transmission Provider's Technical Requirements for Interconnection.

**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.

**Governmental Authority** 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, Transmission 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 Interconnection Customer reasonably expects it will be ready to begin use of Transmission Provider's Interconnection Facilities to obtain back feed power.

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

**Interconnection Facilities** shall mean Transmission Provider's Interconnection Facilities and 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 Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities by Interconnection Customer and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Multiple Generating Facilities located on the same site of Interconnection Customer may use Interconnection Facilities.

**Interconnection Facilities Study** shall mean a study conducted by Transmission Provider or a third party consultant for Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades as identified in the Phase Two Cluster Study), the cost of those facilities, and the time required to interconnect the Generating Facility with 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 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 Transmission Provider's Transmission System.

**Interconnection Service** shall mean the service provided by Transmission Provider associated with interconnecting Interconnection Customer's Generating Facility to 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, Transmission Provider's Tariff.

**Interconnection Study** shall mean any of the following studies: Phase One Cluster Study, the Phase Two Cluster Study, and the Interconnection Facilities Study described in the Standard Large Generator Interconnection Procedures.

**Joint Operating Committee** shall be a group made up of representatives from Interconnection Customers and 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.

**Late-Stage Project** shall have the meaning set forth in Attachment R.

**Load-Serving Entity** shall mean any entity, including a load aggregator or power marketer, that serves end-users within a control area and has been granted the authority or has an obligation pursuant to state or local law, regulation, or franchise to sell electric energy to end- users located within the control area.

**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 an equal or later Queue Position.

**Metering Equipment** shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the Standard Large Generator 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.

**Network Resource** shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

**Network Resource Interconnection Service** shall mean an Interconnection Service that allows Interconnection Customer to integrate its Large Generating Facility with Transmission Provider's Transmission System (1) in a manner comparable to that in which 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 Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to Transmission Provider's Transmission System to accommodate the interconnection of the Large Generating Facility to 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.

**Party or Parties** shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Permissible Technological Advancement** shall mean any new, upgraded, updated, or modified technological advancement proposed by an Interconnection Customer for incorporation in the design, construction, or operation of generation facilities that will not change the electrical characteristics of the Interconnection Request and will not require extensive studies to determine whether such a proposed change constitutes a Material Modification. Such permissible changes may include advancements to turbines, inverters, plant supervisory controls, or other technological advancements to equipment that will provide cost efficiency and/or electrical performance benefits, or, may affect a generating facility's

ability to provide ancillary services. However, such Permissible Technological Advancements do not include any additions to or change in the generation technology or fuel type. For all Permissible Technological Advancements, Interconnection Customer must demonstrate that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the electrical performance expected with the technology originally proposed with Interconnection Customer's Interconnection Request.

**Phase One Cluster Study** shall mean a Cluster Study, including any Cluster Re-Study, as described in Section 6 of this LGIP.

**Phase One Cluster Study Agreement** shall mean the form of agreement contained in Appendix 2 to this LGIP for conducting the Phase One Cluster Study.

**Phase Two Cluster Study** shall mean a Cluster Study, including any Cluster Re-Study, as described in Section 7 of this LGIP.

**Phase Two Cluster Study Agreement** shall mean the form of agreement contained in Appendix 3 to this LGIP for conducting the Phase Two Cluster Study.

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

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

**Provisional Large Generator Interconnection Agreement** shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and Interconnection Customer. This agreement shall take the form of the Standard Large Generator Interconnection Agreement, modified for provisional purposes.

**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 Transmission Provider.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Large Generator Interconnection Agreement, 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.

**Resource Plan** shall mean any process authorized or required by Applicable Laws and Regulations for an Investor-Owned Utility, or for other Load-Serving Entities any process established by its applicable authority which details future resource needs and identifies specific resources to meet those needs for the selection of generating resources.

**Resource Solicitation Process** shall mean any process authorized or required by Applicable Laws and Regulations for an Investor-Owned Utility, or for other Load-Serving Entity any process established by its applicable authority for the acquisition of a Network Resource or acquisition of a resource by a Load-Serving Entity.

**Scalable Plan Block** shall have the meaning as described in Section 4.2.4.

**Site Control** shall mean the exclusive land right to develop, construct, operate, and maintain the Generating Facility over the term of expected operation of the Generating Facility. Site Control may be demonstrated by documentation establishing: (1) ownership of, a leasehold interest in, or a right to develop a site of sufficient size to construct and operate the Generating Facility; (2) an option to purchase or acquire a leasehold interest in a site of sufficient size to construct and operate the Generating Facility; or (3) documentation that clearly demonstrates the right of the Interconnection Customer to exclusively occupy a site of sufficient size to construct and operate the Generating Facility. Site Control for any Co-Located Resource is demonstrated by a contract or other agreement that allows for shared land use for all Co-Located Resources that meet the provisions of this Site Control definition.

**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 are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both Transmission Provider and 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. If Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, Transmission Provider must provide Interconnection Customer a written technical explanation outlining why Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

**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 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 Transmission Provider's Tariff.

**Surplus Interconnection Customer** shall mean an entity that proposes to utilize or transfer Surplus Interconnection Service in accordance with Section 3.3 of these procedures.

**Surplus Interconnection Service** shall mean any unneeded portion of Interconnection Service established in a Large Generator Interconnection Agreement, such that if Surplus Interconnection

Service is utilized, the total amount of Interconnection Service at the Point of Interconnection would remain the same.

**Surplus Interconnection Service Request** shall mean a Surplus Interconnection Customer's request, in accordance with Section 3.3 of the LGIP, to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection.

**Surplus Scoping Meeting** shall mean the meeting between representatives of the Surplus Interconnection Customer and Transmission Provider conducted for the purpose of discussing the Surplus Interconnection Service Request and exchanging information.

**System Protection Facilities** shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) 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 Transmission Provider's Transmission System or on other delivery systems or other generating systems to which Transmission Provider's Transmission System is directly connected.

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

**Transition Projects** shall have the meaning set forth in Attachment R.

**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 Bonneville Power Administration that owns, controls, or operates facilities used for the transmission of electric energy 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 Transmission Provider.

**Transmission Provider's Interconnection Facilities** shall mean all facilities and equipment owned, controlled, or operated by 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 Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.



**Section 2. Scope and Application****2.1 Application of Standard Large Generator Interconnection Procedures**

Sections 2 through 15 apply to processing any Interconnection Request pertaining to a Large Generating Facility. Attachment R applies to any Transition Project or Late-Stage Project.

**2.2 Comparability**

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

**2.3 Base Case Data**

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website, subject to confidentiality provisions in LGIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study and be representative of current system conditions. If Transmission Provider posts this information on a password-protected website, a link to the information must be provided on Transmission Provider's OASIS site. Transmission Provider is permitted to require that Interconnection Customers, OASIS site users and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Transmission Provider reserves the right to withhold Critical Energy Infrastructure Information if the disclosure of such information would waive protections against public disclosure pursuant to 16 U.S.C. § 824o-1 as may be amended or replaced from time to time, or violate reliability standards prohibiting disclosure adopted pursuant to 16 U.S.C. § 824o as may be amended or replaced from time to time. Such databases and lists, hereinafter referred to as Base Cases, shall include all applicable (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System 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.

**2.5 EIM Requirements**

Interconnection Customer shall have a continuing duty to comply with Attachment Q of the Tariff, as applicable.

**Section 3. Interconnection Requests****3.1 Interconnection Requests**

An Interconnection Customer shall submit to Transmission Provider, during a Cluster Request Window, an Interconnection Request and a non-refundable application fee of \$10,000.

Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site.

Interconnection Customer must submit the application fee with each Interconnection Request even when more than one request is submitted for a single site.

Interconnection Customer may submit Co-Located Resources as separate Interconnection Requests or a single Interconnection Request.

Interconnection Customer may request a Point of Interconnection to be studied no later than the execution of the Phase One Cluster Study Agreement.

For purposes of clustering Interconnection Requests, if Interconnection Customer proposes a Point of Interconnection, Transmission Provider will determine the Point of Interconnection at its sole discretion to improve: the reliability benefits, cost and/or benefits of the interconnection for the Cluster Area. In the event that Transmission Provider determines that a requested Point of Interconnection is not feasible or may need to be relocated, Transmission Provider will make reasonable efforts to consult with the impacted Interconnection Customer, so long as these meetings will not delay the issuance of the Phase One Cluster Study Report.

Transmission Provider shall have a process in place to consider requests for Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service requested for purposes of Interconnection Facilities and Network Upgrades, and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by Interconnection Customer. If after the additional studies are complete, Transmission Provider determines that additional Network Upgrade are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and reliability also would be borne by Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the LGIA. The necessary control technologies and protection systems shall be established in Appendix C of that executed LGIA.

**3.2 Identification of Types of Interconnection Services**

At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection

Customer requesting Network Resource Interconnection Service may also request that it be concurrently studied for Energy Resource Interconnection Service, up to the point when an Interconnection Facility Study Agreement is executed. Interconnection Customer may then elect to proceed with Network Resource Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.

### **3.2.1 Energy Resource Interconnection Service**

**3.2.1.1 The Product.** Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

**3.2.1.2 The Study.** The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify direct Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Large Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Large Generating Facility without requiring additional Network Upgrades.

### **3.2.2 Network Resource Interconnection Service**

**3.2.2.1 The Product.** Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which 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 Network Resources. Network Resource Interconnection Service Allows 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 existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur.

**3.2.2.2 The Study.** The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Large Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such Large Generating Facility's interconnection is also studied with Transmission Provider's Transmission System 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 Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources are displaced by the output of Interconnection Customer's Large Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery. Transmission Provider may also study the Transmission System under non-peak load conditions. However, upon request by Interconnection Customer, Transmission Provider must explain in writing to Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

### **3.3 Utilization of Surplus Interconnection Service**

This process allows an existing Interconnection Customer (Interconnection Customer whose Generating Facility is already interconnected to Transmission Provider's Transmission System) to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The existing Interconnection Customer or one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its affiliates does not exercise its priority, then that service may be made available to other potential Surplus Interconnection Customers that are not affiliated with the existing Interconnection Customer.

#### **3.3.1 No Applicability to Transmission Service**

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

#### **3.3.2 Surplus Interconnection Service Requests**

Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the

original System Impact Study or Phase Two Cluster Study are not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

### **3.3.3 Initiating a Surplus Interconnection Service Request**

Surplus Interconnection Customer identified in 3.3 must first submit, in writing to Transmission Provider, a Surplus Request. A valid request will consist of the following:

- (A) a cover letter stating: (i) the identity of Surplus Interconnection Customer, (ii) the existing Point of Interconnection that Surplus Interconnection Customer proposes to use for Surplus Interconnection Service, (iii) the identity of the existing Interconnection Customer, (iv) if Surplus Interconnection Customer is any entity other than the existing Interconnection Customer, Surplus Interconnection Customer's affiliation, if any, to the existing Interconnection Customer, (v) the amount of Surplus Interconnection Service Surplus Interconnection Customer seeks to use, and (vi) the expected In-Service Date of the Surplus Interconnection generating facility;
- (B) (i) A deposit of \$10,000, (ii) evidence of Site Control in a form reasonably acceptable to Transmission Provider, and (iii) Demonstration that the site for which Surplus Interconnection Customer has Site Control is suitable for Surplus Interconnection Customer's Generating Facility in a form reasonably acceptable to Transmission Provider, including evidence that such site is sufficient for Surplus Interconnection Customer's Generating Facility in accordance with Good Utility Practice. Such deposit shall be applied toward any Surplus Interconnection Studies pursuant to the Surplus Interconnection Service Request.
- (C) Modeling data (in a format acceptable to Transmission Provider) and project one line diagram for the Surplus Interconnection Service Request;
- (D) A letter of intent, signed by the existing Interconnection Customer, indicating: (i) the existing Interconnection Customer's intent to allow a specified portion of its Interconnection Service to be used by Surplus Interconnection Customer, (ii) the specified amount of Surplus Interconnection Service that the existing Interconnection Customer is making available, (iii) the date when the Surplus Interconnection Service will be available, (iv) the conditions under which such Surplus Interconnection Service may be used, and (v) the letter must also include a statement that the existing Interconnection Customer is waiving its priority right, on behalf of itself and any affiliate to utilize the Surplus

Interconnection Service, only if Surplus Interconnection Customer is any entity other than the existing Interconnection Customer or an affiliate of the existing Interconnection Customer.

**3.3.4 Acknowledgement of the Surplus Interconnection Service Request**

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

**3.3.5 Surplus Interconnection Service Queue**

Following Transmission Provider's receipt of a completed Surplus Interconnection Service Request, Transmission Provider will process such requests on an expedited basis and separately from other requests pending in its interconnection queue. To do so, however, Surplus Interconnection Customer shall timely provide, to Transmission Provider, such other information as Transmission Provider may reasonably request.

**3.3.6 Deficiencies in the Surplus Interconnection Service Request**

If Surplus Interconnection Customer fails to provide a completed Surplus Interconnection request to Transmission Provider, Transmission Provider will notify Surplus Interconnection Customer of the deficiencies and Surplus Interconnection Customer will have 15 Business Days, from the date on the Notice, to cure any deficiencies. Failure to timely cure all deficiencies will result in a deemed withdrawal of the Surplus Interconnection Service Request.

**3.3.7 Surplus Interconnection Service Scoping Meeting**

Within ten (10) Business Days after Transmission Provider receives a valid Surplus Interconnection Service Request, Transmission Provider shall establish a Surplus Scoping Meeting date. The date must be agreeable to Surplus Interconnection Customer and, if applicable, the existing Interconnection Customer. The date shall be no later than thirty (30) Calendar Days from receipt of the valid Surplus Interconnection Service Request, unless otherwise mutually agreed upon by the Surplus Interconnection Customer or the existing Interconnection Customer, if applicable.

The purpose of the Surplus Scoping Meeting shall be to discuss the Surplus Interconnection Service that the existing Interconnection Customer is making available at such Point of Interconnection, and to exchange information including any studies and transmission data that would reasonably be expected to impact such interconnection. Surplus Scoping Meeting attendees will bring to the meeting any studies that may have been performed for the existing Interconnection Customer, any existing LGIA, and 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. Meeting attendees 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 it. On the basis of the meeting, Surplus Interconnection Customer shall provide to Transmission Provider its preferred plan of service for its use of Surplus Interconnection Service.

### **3.3.8 Environmental Study Agreement**

As soon as practicable, Transmission Provider shall tender to Surplus Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Surplus Interconnection Customer's expense, to perform environmental review of the proposed surplus interconnection, including review under the National Environmental Policy Act (NEPA), and setting forth Surplus Interconnection Customer's responsibilities in connection with such environmental review. Surplus Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt or its Surplus Interconnection Service Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

### **3.3.9 Withdrawal of the Surplus Interconnection Service Request**

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

Withdrawal shall result in the loss of Surplus Interconnection Customer's Queue Position. If Surplus Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Surplus Interconnection Customer's Surplus Interconnection Service Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. A Surplus Interconnection Customer that withdraws or is deemed to have withdrawn its Surplus Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Surplus Interconnection Request prior to Transmission Provider's receipt of notice described above. Surplus Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Surplus

Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS Surplus Interconnection Queue Position posting and (ii) refund to Surplus Interconnection Customer any portion of Surplus Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred, including interest, calculated from the date the study deposit is received until the date a refund is made, at a rate equivalent to what Transmission Provider would earn on interest income as specified for the most recent Bonneville Transmission rate case and documented in the Transmission Revenue Requirement Study Documentation, or its successor. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Surplus Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Surplus Interconnection Request.

**3.3.10 Surplus Interconnection Service System Impact Study Agreement**

Unless otherwise agreed, following the Surplus Scoping Meeting and provided the existing Interconnection Customer's System Impact Study is available, Transmission Provider will determine if the existing System Impact Study is sufficient to evaluate the request for Surplus Interconnection Service. If the existing System Impact Study is not available, or available but insufficient to enable Transmission Provider to evaluate the Surplus Interconnection Request, then, Surplus Interconnection Customer will be provided a Surplus Interconnection Service System Impact Study (Surplus System Impact Study) Agreement similar in form to that of Appendix 6 of this LGIP) obligating Surplus Interconnection Customer to pay the actual costs of the Surplus System Impact Study.

**3.3.10.1** Surplus Interconnection Customer shall execute the Surplus System Impact Study Agreement and deliver the executed Surplus System Impact Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$50,000 deposit. If Surplus Interconnection Customer does not provide all such technical data when it delivers the Surplus System Impact Study Agreement, Transmission Provider shall notify Surplus Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Surplus System Impact Study Agreement and Surplus 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 Surplus System Impact Study Agreement or deposit

**3.3.10.2** Upon receipt of the executed Surplus System Impact Study Agreement and deposit, Transmission Provider shall initiate the



Surplus System Impact Study. The Surplus System Impact Study shall consist of reactive power, short circuit/fault duty, stability analyses, harmonic analysis, and any other studies deemed appropriate by Transmission Provider. As an example, Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. Transmission Provider shall utilize existing studies to the extent practicable in performing the Surplus System Impact Study. The resulting Surplus System Impact Study report will identify any additional Interconnection Facilities and findings that would affect eligibility for Surplus Interconnection Service (*i.e.* the need for Network Upgrades). Transmission Provider shall use Reasonable Efforts to complete the Surplus System Impact Study and issue the report within ninety (90) Calendar Days after the receipt of the Surplus Interconnection System Impact Study Agreement, all modeling data, and required study deposit. At the request of Surplus Interconnection Customer or at any time Transmission Provider determines that it will not complete the Surplus System Impact Study report within the ninety (90) Calendar Days, Transmission Provider shall notify Surplus Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

Within ten (10) Business Days of providing a Surplus System Impact Study report to Surplus Interconnection Customer, Transmission Provider, existing Interconnection Customer and Surplus Interconnection Customer shall meet to discuss the results of the Surplus System Impact Study. Alternatively, Surplus Interconnection Customer may waive this meeting.

### **3.3.11 Surplus Interconnection Service Facilities Study Agreement**

If any Surplus Interconnection Service Facilities and/or control technologies are identified as necessary in the Surplus System Impact Study report for the utilization of the Surplus Interconnection Service, simultaneously with the delivery of the Surplus System Impact Study report to Surplus Interconnection Customer, Transmission Provider shall provide to Surplus Interconnection Customer a Surplus Interconnection Service Facilities (Surplus Facilities) Study Agreement (similar in form to that of Appendix 7 to this LGIP). The Surplus Facilities Study Agreement shall provide that Surplus Interconnection Customer shall compensate Transmission Provider for the actual cost of the Surplus Facilities Study.

Surplus Interconnection Customer shall execute the Surplus Facilities Study Agreement and deliver the executed Surplus Facilities Study Agreement to Transmission Provider within thirty (30) Calendar Days after its receipt, together with an additional \$50,000 deposit to be used in preparation of the Surplus Facilities Study and report.

Transmission Provider shall utilize existing studies to the extent practicable in performing the Surplus Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the Surplus Facilities Study and issue the report within one hundred eighty (180) Calendar Days after the receipt of the Surplus Facilities Study Agreement and required study deposit, with a +/- 10 percent cost estimate contained in the Surplus Facilities Study report. If Transmission Provider is unable to complete the Surplus Facilities Study within the time required, it shall notify Surplus Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

Within ten (10) Business Days of providing a Surplus Facilities Study to Surplus Interconnection Customer, or other mutually agreed upon date, Transmission Provider, existing Interconnection Customer and Surplus Interconnection Customer shall meet to discuss the results of the Surplus Facilities Study. Alternatively, Surplus Interconnection Customer may waive this meeting.

### **3.3.12 Surplus Interconnection Service Agreement**

Within fifteen (15) Business Days after the date on which Transmission Provider completes a record of decision under NEPA or other appropriate NEPA document, or the parties have completed the negotiation process, whichever is later, Transmission Provider will decide whether to offer a final Surplus Interconnection Service Agreement to Surplus Interconnection Customer.

If Transmission Provider decides to offer the Surplus Interconnection Customer an executable Surplus Interconnection Agreement, Transmission Provider will also tender an amended LGIA to the existing Interconnection Customer.

Both the Surplus Interconnection Customer and the existing Interconnection Customer shall have 30 Business Days or another mutually agreeable timeframe to sign and return the Surplus interconnection agreement and the amended LGIA respectively. If the Surplus Interconnection Customer or the existing Interconnection Customer does not sign their respective agreements, the Surplus Interconnection Request shall be deemed withdrawn.

After the Surplus Interconnection Service Agreement and the amended LGIA is signed by the parties, Surplus Interconnection Service shall proceed under the provisions of that agreement, and Interconnection Service shall proceed under the provisions of the amended LGIA.

### 3.4 Valid Interconnection Request

#### 3.4.1 Initiating an Interconnection Request

An Interconnection Customer requesting to join a Cluster shall submit its Interconnection Request to Transmission Provider within, and no later than, the close of the Cluster Request Window. Transmission Provider shall deem any Interconnection Requests received outside of the Cluster Request Window as invalid. For an Interconnection Customer's Interconnection Request to be valid, Interconnection Customer must submit all of the following:

- (i) A completed application in the form of Appendix 1 (including applicable technical information);
- (ii) A non-refundable application fee required pursuant to Section 3.1 of this LGIP;
- (iii) Evidence of Site Control;
- (iv) Demonstration that the site for which Interconnection Customer has Site Control is suitable for Interconnection Customer's Generating Facility in a form reasonably acceptable to Transmission Provider, including evidence that such site is sufficient for Interconnection Customer's Generating Facility in accordance with Good Utility Practice, and is effective through the Commercial Operation Date of the Large Generating Facility;
- (v) Generation Model and Performance Attestation.

Interconnection Customer shall promptly inform Transmission Provider of any material change in Interconnection Customer's demonstration of Site Control under Section 3.4.1 (iii). If Transmission Provider determines that Interconnection Customer no longer satisfies Site Control due to the material change, then the Interconnection Request is deemed withdrawn.

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 Transmission Provider's expansion planning period) not to exceed seven (7) years from the date the Interconnection Request is received by Transmission Provider, unless 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 Transmission Provider by a period up to ten (10) years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

**3.4.2 Acknowledgment of Interconnection Request**

Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement. Transmission Provider may opt to validate a request before the close of the Cluster Request Window.

**3.4.3 Deficiencies in Interconnection Request**

Interconnection Customer shall provide Transmission Provider all items in Section 3.4.1. An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall notify Interconnection Customer within twenty (20) 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 and is deemed withdrawn.

**3.4.4 Scoping Meeting**

During the Customer Engagement Window, Transmission Provider shall hold a Cluster Scoping Meeting for all Interconnection Customers whose valid Interconnection Requests were received during the Cluster Request Window.

Transmission Provider shall use Reasonable Efforts to accommodate an Interconnection Customer's request for an individual scoping meeting (Individual Scoping Meeting) if requested by an Interconnection Customer no later than fifteen (15) Business Days from the close of the Cluster Request Window, to the extent that these meetings will not delay the start of the Phase One Cluster Study. Interconnection Customer shall bear any costs for an individual scoping meeting. The purpose of the Individual Scoping Meeting is to provide an opportunity for Interconnection Customer to ask specific questions and provide additional information regarding the Interconnection Request and for Transmission Provider to ask questions specific to the Interconnection Request. If Interconnection Customer provides a requested Point of Interconnection in the application (optional), Transmission Provider may discuss the requested Point of Interconnection at the Individual Scoping Meeting, however, discussions would be limited to general feasibility of the requested Point of Interconnection.

The purpose of the Cluster Scoping Meeting shall be to discuss general information regarding the applicable Cluster Study size (e.g. MW and number of Interconnection Requests in the Cluster), provide a general overview of the Cluster Study process, to exchange information, including transmission data and earlier study and Cluster Study evaluations, that would be reasonably expected to affect the applicable Cluster Study, and to

discuss the Cluster materials posted to OASIS pursuant to Section 6.2. If Interconnection Customer provides a requested Point of Interconnection in the application (optional), Transmission Provider will use Reasonable Efforts to discuss the Point of Interconnection generally at the Cluster Scoping Meeting, to the extent that these meetings will not delay the start of the Phase One Cluster Study. Transmission 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. The duration of the meeting shall be sufficient to accomplish its purpose.

#### **3.4.5 Environmental Study Agreement**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under the NEPA, and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt or its Interconnection Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

### **3.5 OASIS Posting**

**3.5.1** Transmission Provider will maintain on its OASIS 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 requested station or transmission line or lines for the interconnection, where applicable; (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; (ix) the type of Generating Facility to be constructed including fuel type; and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an LGIA. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Large Generating Facility's In-Service Date.

### **3.5.2 Requirement to Post Interconnection Study Metrics**

Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Providers must calculate and post the information detailed in sections 3.5.2.1 through 3.5.2.4.

#### **3.5.2.1 Phase One Cluster Study Processing Time**

- (A) Number of Interconnection Requests that had Phase One Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Phase One Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred twenty (120) Calendar Days after the close of the Customer Engagement Window,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase One Cluster Studies where such Interconnection Request had executed a Phase One Cluster Study Agreement more than one hundred twenty (120) Calendar Days before the reporting quarter end,
- (D) Mean time (in days), Phase One Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the close of the Customer Engagement Window to the date when Transmission Provider provided the completed Phase One Cluster Study Report to Interconnection Customer,
- (E) Percentage of Phase One Cluster Studies exceeding one hundred twenty (120) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.1(B) plus 3.5.2.1(C) divided by the sum of 3.5.2.1(A) plus 3.5.2.1(C).

#### **3.5.2.2 Phase Two Cluster Study Processing Time**

- (A) Number of Interconnection Requests that had Phase Two Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Phase Two Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred eighty (180) Calendar Days after Transmission Provider notifies Interconnection Customers in the Cluster of the commencement of the Phase Two Cluster Study,

- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Phase Two Cluster Studies one hundred eighty (180) Calendar Days after Transmission Provider notifies Interconnection Customer in the Cluster of the commencement of the Phase Two Cluster Study,
- (D) Mean time (in days), Phase Two Cluster Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the commencement of the Phase Two Cluster Study to the date when Transmission Provider provided the completed Phase Two Cluster Study Report to Interconnection Customer,
- (E) Percentage of Phase Two Cluster Studies exceeding one hundred eighty (180) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.2(B) plus 3.5.2.2(C) divided by the sum of 3.5.2.2(A) plus 3.5.2.2(C)).

### **3.5.2.3 Interconnection Facilities Studies Processing Time**

- (A) Number of Interconnection Requests that had Interconnection Facilities Studies that were completed within Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection Facilities Studies that were completed within Transmission Provider's coordinated region during the reporting quarter that were completed later than the completion schedule in Interconnection Customer's executed Interconnection Facilities Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by Transmission Provider before the reporting quarter end,
- (D) Mean time (in days), for Interconnection Facilities Studies completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the date when Transmission Provider received the executed Interconnection Facilities Study Agreement to the date when Transmission Provider provided the completed Interconnection Facilities Study to Interconnection Customer,
- (E) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of 3.5.2.3(B) plus 3.5.2.3(C) divided by the sum of 3.5.2.3(A) plus 3.5.2.3(C)).

#### **3.5.2.4 Interconnection Requests Withdrawn from Interconnection Queue**

- (A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,
- (B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of any interconnection studies or execution of any interconnection study agreements,
- (C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of the Phase Two Cluster Study,
- (D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection Facility Study,
- (E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a generator interconnection agreement,
- (F) Mean time (in days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when Transmission Provider received the request to withdraw from the queue.

**3.5.3** Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.5.2.1(A) through paragraph 3.5.2.4(F) for each calendar quarter within 30 days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required reporting year to be in the first quarter of the year when Transmission Provider completes its first Cluster Study. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

**3.5.4** In the event that any of the values calculated in paragraphs 3.5.2.1(E), 3.5.2.2(E) or 3.5.2.3(E) exceeds 25 percent for two consecutive calendar quarters, Transmission Provider will have to comply with the measures below for the next four consecutive calendar quarters and must continue reporting this information until Transmission Provider reports four consecutive calendar quarters without the values calculated in 3.5.2.1(E), 3.5.2.2 (E) or 3.5.2.3(E) exceeding 25 percent for two consecutive calendar quarters:



- (i) Transmission Provider shall post on OASIS or its website a report describing the reason for each study or group of clustered studies pursuant to an Interconnection Request that exceeded its deadline for completion (excluding any allowance for Reasonable Efforts). Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future. The report must be posted within 45 days of the end of the calendar quarter.
- (ii) Transmission Provider may aggregate the total number of employee- hours and third party consultant hours expended towards interconnection studies within its coordinated region that quarter and post on OASIS or its website. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within 30 days of the end of the calendar quarter.

### **3.6 Coordination with Affected Systems**

Transmission Provider will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. Transmission Provider will include such Affected System Operators in all meetings held with Interconnection Customer as required by this LGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A transmission provider which may be an Affected System shall cooperate with 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. It is the responsibility of the Affected System Operator to 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 (i) complete any interconnection studies and (ii) construct any necessary facilities on the Affected System needed to reliably interconnect at the requested service level.

### **3.7 Withdrawal**

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

Withdrawal shall result in the loss of Interconnection Customer's Queue Position,

including any placement in a particular Cluster. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, 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 Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

In the case of a withdrawal, Transmission Provider shall

- (i) Update OASIS as appropriate and
- (ii) Issue any refund to Interconnection Customer, if applicable as specified in Section 13.3.

In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

### **3.7.1 [Reserved]**

## **3.8 Identification of Contingent Facilities**

### **3.8.1 In General**

Transmission Provider's method for identifying the Contingent Facilities to be provided to Interconnection Customer at the conclusion of the Phase Two Cluster Study and included in Interconnection Customer's LGIA is set forth below. The method permits the parties to determine why a specific Contingent Facility was identified and how it relates to the Interconnection Request.

### **3.8.2 Baseline Assumptions**

Transmission Provider uses a technical screening process to identify Contingent Facilities, which includes starting with the baseline assumption that the following are in service: (i) Generating Facilities that are directly interconnected to the Transmission System; (ii) Generating Facilities that are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) Generating Facilities that have a pending higher queued Interconnection Request to interconnect to the Transmission System and their associated Interconnection Facilities and Network Upgrade requirements; (iv) Generating Facilities that have no Queue Position, but have executed an interconnection agreement; (v) Facilities or upgrade requirements to the extent they have an impact on the Generating Facilities

ability to operate; and (vi) Transmission Provider's transmission expansion plan components, or the transmission expansion plan components of third-party transmission providers, to the extent they have an impact on the Interconnection Request.

### 3.8.3 Technical Screening Process

The technical screening process for identifying Contingent Facilities is comprised of the following steps:

- (i) **Step 1, Identify Potential Contingent Facilities.** Transmission Provider will review all applicable Interconnection Study results for higher queued Interconnection Requests to identify any unbuilt Interconnection Facilities and/or Network Upgrades as potential Contingent Facilities to be evaluated pursuant to Steps 2-5 below.
- (ii) **Step 2, Remove a Potential Contingent Facility and Perform Applicable Contingency Analyses.** Transmission Provider will take a potential Contingent Facility out of service in its study model and:
  - (a) perform steady state, short circuit, voltage stability, and/or transient stability analyses to determine if the Transmission System demonstrates acceptable pre- and post-contingency system performance, in accordance with current Transmission Provider, WECC, NERC, or Reliability Coordinator criteria or standards; and
  - (b) document the resulting Transmission System performance deficiencies following the analysis in Step 2(a).
- (iii) **Step 3, Add the Proposed Generating Facility into Model and Rerun Contingency Analyses.** Transmission Provider will add the proposed Generating Facility into the model after taking the potential Contingent Facility out of service as provided in Step 2 above, and:
  - (a) perform the same analysis for the added proposed Generating Facility as the analysis outlined in Step 2(a) for the removed potential Contingent Facility; and
  - (b) document the resulting Transmission System performance deficiencies following the analysis in Step 3(a).
- (iv) **Step 4, Apply Threshold and Categorize.** If the Transmission System performance deficiencies observed in Step 3(b) are:
  - (a) exacerbated by one percent (1%) or greater than the Transmission System performance deficiencies initially observed in Step 2(b), then the potential Contingent Facility that is individually evaluated in Step 2 will be deemed a Contingent Facility; or
  - (b) exacerbated by less than one percent (1%) than the Transmission System performance deficiencies initially observed in Step 2(b) so long as the impact allows all equipment to remain below equipment rating, then the potential Contingent Facility that is individually evaluated in Step 2 will not be deemed a Contingent Facility.

- (v) **Step 5, Repeat for Each Identified Potential Contingent Facility.** Transmission Provider will repeat Steps 2-4 for each potential Contingent Facility identified in Step 1.
- (vi) **Per Se Contingent Facilities.** Notwithstanding Steps 1-5, an Interconnection Facility or Network Upgrade of a higher-queued Interconnection Request shall automatically be deemed a Contingent Facility if such Interconnection Facility or Network Upgrade would be necessary for the proper functioning of the proposed Generating Facility (as defined in the LGIA).

**3.8.4** The Phase Two Cluster Study Report will list Contingent Facilities in an appendix, which will include: (a) a description of each Contingent Facility; and (b) the Interconnection Request, transmission service request or planned project for which the Contingent Facility was initially required. This list of Contingent Facilities is subject to updates if a Phase Two Cluster Study is re-studied pursuant to Section 7.

**3.8.5** If requested by Interconnection Customer, and if readily available and not commercially sensitive, Transmission Provider will also provide an estimate of the costs of and the in-service date for each Contingent Facility, which may be subject to later updates if a Contingent Facility's estimated costs and in-service dates change.

## **Section 4. Interconnection Request Evaluation**

Once an Interconnection Customer has submitted a valid Interconnection Request pursuant to Section 3.4, such Interconnection Request shall be admitted to Transmission Provider's queue for further processing pursuant to the following procedures.

### **4.1 Queue Position**

#### **4.1.1 Assignment of Queue Position**

Transmission Provider shall assign a Queue Position as follows: the Queue Position within the queue shall be assigned based upon the date and time of receipt of all items required pursuant to the provisions of Section 3.4. Except as provided in Section 4.2.4, for the purpose of a Cluster Study, all requests submitted within the same Cluster Request Window and to be studied in a single Cluster shall be assigned the same Queue Position and the Queue Position of individual Interconnection Requests shall have no bearing on the allocation of system upgrade costs within their Cluster.

#### **4.1.2 Senior Queue Position**

A senior Queue Position assigned to an Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is assigned a lower (junior) Queue Position. Interconnection requests assigned to Clusters initiated earlier in time shall be considered to

have a senior (higher) Queue Position than Interconnection Requests assigned to Clusters initiated later.

## 4.2 General Study Process

### 4.2.1 Cluster Study Announcement. The initial Cluster Request Window and Cluster Study for the transition process is set forth in Attachment R.

Transmission Provider shall announce the date for the commencement of the Cluster Study and the opening of the Cluster Request Window in a notice posted on OASIS.

Transmission Provider will provide Interconnection Customers with no less than one hundred eighty (180) Calendar Days of advance notice of the start date of each Cluster Study and opening of the Cluster Request Window.

Transmission Provider will only accept Interconnection Requests when the Cluster Request Window is open as follows: Starting from ninety (90) Calendar Days after Transmission Provider closes the preceding Cluster Request Window and ending ninety (90) Calendar Days before the start of the next Phase One Cluster Study.

### 4.2.2 Study Cost Allocation. Transmission Provider shall determine each Interconnection Customer's share of the cost of a Cluster Study by allocating: (1) fifty percent (50%) of the applicable study costs to Interconnection Customers on a per capita basis based on the number of Interconnection Requests included in the applicable Cluster; and (2) fifty percent (50%) of the applicable study costs to Interconnection Customers on a pro-rata basis based on the total megawatts of Generating Facility Capacity requested to be studied in the applicable Cluster.

Any refunds of deposits paid in excess of Interconnection Customer costs allocated pursuant to this Section 4.2.2 shall be issued in accordance with Section 13.3.

### 4.2.3 Transmission Provider's Interconnection Facilities and Network Upgrade Cost Allocation. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer. Interconnection Customer funding of Network Upgrades is eligible for credits as provided in Article 11.4 of the LGIA. Notwithstanding Section 3.1, with regard to Transmission Provider's Interconnection Facilities and Network Upgrades identified in Cluster Studies, Transmission Provider shall calculate each Interconnection Customer's share of the costs of such Interconnection Facilities and Network Upgrades in the manner set forth below. If a Cluster Study includes one or more Cluster Areas or Scalable Plan Blocks within a Cluster Area, such costs shall be calculated and allocated among Interconnection Customers within the same Cluster Area or Scalable Plan Block.

- a) Station equipment Network Upgrades, including all switching stations, shall be allocated based on the number of Generating Facilities Interconnecting at an individual station on a per capita basis (i.e. on a per Interconnection Request basis). If multiple Interconnection Customers are connecting to Transmission Providers System through a single Interconnection Customer's Interconnection Facility (i.e. sharing Interconnection Customer's Interconnection Facility connecting to Transmission Provider's Interconnection Facility(ies), those Interconnection Customers shall be considered one Interconnection Customer for the per capita calculation described in the preceding sentence. Shared Transmission Provider's Interconnection Facilities shall be allocated based on the number of Generating Facilities sharing that Transmission Provider's Interconnection Facility on a per capita basis.
- b) The allocation of costs for Network Upgrades other than those identified in Section 4.2.3 (a) shall be as follows: Interconnection Customers within a Cluster that have requested Energy Resource Interconnection Service shall bear their allocable share of the cost of Network Upgrades necessary to provide such service. Interconnection Customers within a Cluster Study that have requested Network Resource Interconnection Service shall bear their allocable share of the cost of Network Upgrades necessary to provide such service. Such allocation shall be based on the proportional capacity of each individual Generating Facility in the Cluster requiring such Network Upgrades in accordance with the process provided in Sections 6.4 and 7.3.
- c) Costs of Transmission Provider's Interconnection Facilities are directly assigned to Interconnection Customer(s) using such facilities.

**4.2.4 Scalable Plan Blocks Within Cluster Areas.** Notwithstanding Section 4.1.1, Transmission Provider may: (1) Identify plans of service for a subset of Interconnection Requests within a Cluster Area ("Scalable Plan Blocks"); (2) Where possible specify a schedule and Network Upgrades for each Scalable Plan Block that would proceed within a Cluster Area; and (3) Allocate the costs of the Network Upgrades for each Interconnection Request within a Scalable Plan Block following the methodology in Section 4.2.3. Transmission Provider will use the Queue Position for an Interconnection Customer's Interconnection Request to determine priority placement within a Scalable Plan Block, so long as Interconnection Customer's readiness demonstrations are met.

**4.2.5** Transmission Provider shall use Reasonable Efforts to conduct its cluster study on a three-year cycle. Transmission Provider may in its sole discretion conduct a cluster study sooner than a three-year cycle.

**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**

Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request.

Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider 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 Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider 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 Section 6.7(e), Section 7.6(f), and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

**4.4.1** During the first Phase One Cluster Study Customer Review Period, as specified in Section 6.6, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project, through either (1) a decrease in plant size or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (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 increases in Interconnection Service level, Interconnection Customer must submit a new Interconnection Request for the incremental increase to be included in a subsequent Cluster Study for the purposes of cost allocation and study analysis.

**4.4.2** During the first Phase Two Cluster Study Review Period, as specified in Section 7.5, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease of electrical output of the proposed project through either (1) a decrease in plant size (MW) or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (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; and (c) a Permissible Technological Advancement for the Large Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether Interconnection Customer's proposed technological advancement under Section 4.4.2(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

- 4.4.3** Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Notwithstanding Section 4.4.4, Interconnection Customer may request, and Transmission Provider shall evaluate within sixty (60) Calendar Days, the addition of a Co-Located Resource if the addition of the Co-Located Resource does not increase the requested Interconnection Service level. Any change to the Point of Interconnection, except those deemed acceptable under Sections 3.1, 4.4.1, or so allowed elsewhere, shall constitute a Material Modification. 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 Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider 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. Any such modification of the Interconnection Request must be accompanied by any resulting updates to the models described in Attachment A to Appendix 1 of this LGIP.
- 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.
- 4.4.6** **Technological Change Procedure**  
At any time prior to the return of the executed Interconnection Facility Study Agreement to Transmission Provider, Interconnection Customer may request a modification under this Section 4.4.6, for incorporation



of a technological advancement into its Generating Facility. To complete that request, Interconnection Customer shall submit the following to Transmission Provider:

- 1) A written technological advancement request, specifying the change in technology Interconnection Customer seeks to incorporate into its Interconnection Request;
- 2) A \$10,000 deposit;
- 3) An updated version of the Interconnection Request for a Large Generating Facility, found in Appendix 1 of this LGIP, that reflects the data associated with the change in technology that Interconnection Customer seeks to incorporate;
- 4) Any analysis Interconnection Customer has that demonstrates how incorporation of the proposed technological advancement would (i) result in electrical performance that is equal to or better than the electrical performance expected prior to the technological change, and (ii) not cause any reliability concerns; and,
- 5) To the extent applicable, updated modeling data in PowerWorld or GE PSLF format, or in such other format as Transmission Provider may agree to accept.

Once the technological advancement request, deposit, and additional data are received by Transmission Provider, Transmission Provider will evaluate whether the technological advancement is a Material Modification or whether further study is necessary to complete the analysis of whether the technological advancement is a Material Modification. If Transmission Provider determines that the proposed technological advancement is permissible, then no study will be necessary, the proposed advancement will not be considered a Material Modification, and Interconnection Customer's deposit will be refunded.

Should further studies be required, Transmission Provider's studies may include steady-state, reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies that Transmission Provider deems necessary to determine whether the technological advancement results in electrical performance that is equal to or better than the electrical performance expected prior to the technology change, and whether such technological advancement causes any reliability concerns. In addition, Transmission Provider's studies may include any additional environmental studies that Transmission Provider deems necessary to comply with NEPA and other environmental laws. Transmission Provider shall use Reasonable

Efforts to complete the assessment within thirty (30) Calendar Days after Transmission Provider receives a completed request for incorporation of the technological advancement that includes the deposit and the data outlined above. At the conclusion of the study, Transmission Provider is to provide an accounting of its costs to Interconnection Customer and either refund any overage or invoice Interconnection Customer for any shortage of costs that exceed the deposit amount.

If Transmission Provider's assessment determines that the change is a Permissible Technological Advancement, Transmission Provider shall notify Interconnection Customer and the Permissible Technological Advancement shall be incorporated without the loss of Interconnection Customer's queue position. If, however, Transmission Provider cannot accommodate the proposed technological advancement without triggering the Material Modification provision of this LGIP, Transmission Provider is to tender a report with the results of the steady-state analyses, reactive power capabilities, short circuit/fault duty impacts, stability analyses, and any other studies that were completed, including an explanation of why the technological advancement is deemed a Material Modification. Once notified, Interconnection Customer may choose whether to abandon the proposed modification or proceed and lose its queue position.

## **Section 5. New Transmission Provider**

### **5.1 [Reserved]**

### **5.2 New Transmission Provider**

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor 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 Interconnection Customer, as appropriate. The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft LGIA to Interconnection Customer but Interconnection Customer has not executed the LGIA, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

**Section 6. Phase One Cluster Study****6.1 Phase One Cluster Study Agreement**

No later than five (5) Business Days after the Scoping Meeting, Transmission Provider shall use Reasonable Efforts to tender to each Interconnection Customer that submitted a valid Interconnection Request a Phase One Cluster Study Agreement in the form of Appendix 2 to this LGIP. The Phase One Cluster Study Agreement shall require each Interconnection Customer to compensate Transmission Provider for its share of the actual cost of the Study. The specifications, assumptions, or other provisions in the appendices of the Phase One Cluster Study Agreement provided pursuant to this Section 6.1 shall be subject to change by Transmission Provider following conclusion of the Scoping Meeting. Transmission Provider will not provide a Point of Interconnection in the Phase One Cluster Study Agreement, unless Interconnection Customer provided a Point of Interconnection in the application.

**6.1.1 Phase One Cluster Study Deposit**

Interconnection Customer shall submit to Transmission Provider a deposit of:

- a) \$25,000 plus \$500 per MW of Generating Facility Capacity of the Generating Facility, up to a maximum of \$100,000.

Transmission Provider shall apply each Interconnection Customer's Phase One Cluster Study deposit toward such Interconnection Customer's share of the costs of the Phase One Cluster Study and any Cluster Re-Study (as allocated pursuant to Section 4.2.2).

**6.2 Customer Engagement Window**

**6.2.1** Thirty-five (35) Business Days after the close of the Cluster Request Window, Transmission Provider shall use Reasonable Efforts to open a forty-five (45) Calendar Day period ("Customer Engagement Window"). Upon written consent of all Interconnection Customers within a specific Cluster, Transmission Provider may shorten the Customer Engagement Window in order to start the Cluster Study earlier. Within the first five (5) Business Days of the Customer Engagement Window, Transmission Provider shall post on its OASIS site a list of Interconnection Requests for each Cluster. The list shall identify, for each Interconnection Request: (i) the requested amount of Interconnection Service; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection is requested; (iv) the requested In-Service Date; (v) the type of Interconnection Service requested; and (vi) the type of Generating Facility to be constructed including fuel type. Transmission Provider shall use Reasonable Efforts to hold a Scoping Meeting for all interested Interconnection Customers within the first ten (10) Business Days of the start of the Customer Engagement Window. During the Customer Engagement Window, Transmission Provider will use Reasonable Efforts to

provide to each Interconnection Customer a non-binding good faith estimate of such Interconnection Customer's share of the cost and the timeframe for completing the Phase One Cluster Study.

#### **6.2.2 [Reserved]**

### **6.3 Execution of Phase One Cluster Study Agreement**

Within fifteen (15) Business Days of Transmission Provider tendering the Phase One Cluster Study Agreement, Interconnection Customer shall execute and deliver the agreement to Transmission Provider, along with the Phase One Cluster Study deposit specified in Section 6.1.1. At the end of the Customer Engagement Window, all Interconnection Requests deemed valid and for which there is an executed Phase One Cluster Study Agreement in the form of Appendix 2 and Phase One Cluster Study deposit as specified in Section 6.1.1 shall be included in the Cluster. Following the Customer Engagement Window, Transmission Provider shall initiate the Phase One Cluster Study described in Sections 6.4 and 6.5.

### **6.4 Scope of Phase One Cluster Study**

The Phase One Cluster Study shall evaluate the impact of all proposed Interconnection Requests in the applicable Cluster on the reliability of the Transmission System. The Phase One Cluster Study will consider the Base Cases as well as all Generating Facilities (and with respect to (iii) and (iv) below, any identified Network Upgrades associated with such senior queued interconnection) that, on the date the Cluster Request Window closes:

- (i) are existing and directly interconnected to the Transmission System;
- (ii) are existing and interconnected to Affected Systems and may have an impact on the Interconnection Request;
- (iii) have a pending senior queued Interconnection Request or are in a senior queued Cluster to interconnect to the Transmission System; and
- (iv) have executed an LGIA.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Phase One Cluster Study shall consider the Interconnection Service level requested by each Interconnection Customer in the Cluster, unless one or more Interconnection Customer's full Generating Facility Capacity is required to be studied due to safety or reliability concerns.

The Phase One Cluster Study shall consist of a short circuit analysis, a power flow analysis, and a preliminary analysis of the necessary Interconnection Facilities and Network Upgrades, the results of which will be documented in a Phase One Cluster Study Report, or associated Cluster Re-Study Report, as applicable for each Cluster Area.

Transmission Provider will determine the Point of Interconnection at its sole discretion to improve: the reliability benefits, cost and/or benefits of the interconnection for the Cluster Area. In the event that Transmission Provider determines that a requested Point of Interconnection is not feasible or may need to be relocated, Transmission Provider will make Reasonable Efforts to consult with the impacted Interconnection Customer, so long as these meetings will not delay the issuance of the Phase One Cluster Study Report.

For purposes of identifying Network Upgrades and other facilities caused by requests for Network Resource Interconnection Service, Transmission Provider shall assume all Interconnection Requests in the applicable Phase One Cluster Study have requested Energy Resource Interconnection Service, to establish a baseline of shared Network Upgrades. Transmission Provider will include the assessment for Network Resource Interconnection Service as part of the Phase Two Cluster Study. Interconnection Customers requesting Network Resource Interconnection Service shall continue to be responsible for Interconnection Customer's allocated cost for the Phase One Cluster Study, as specified in Section 4.2.2 of this LGIP.

The Phase One Cluster Study Report will state (i) the Point of Interconnection; (ii) the assumptions upon which the Phase One Cluster Study Report is based; (iii) the results of the analyses; and (iv) the requirements or potential impediments to providing the Interconnection Service requested by any Interconnection Customer in the Cluster, including a non-binding good faith estimate of cost and non-binding good faith estimated time to construct. The Phase One Cluster Study Report shall identify Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities in each Cluster Area of the Cluster Study at the requested Interconnection Service level and shall provide non-binding cost estimates for any required Interconnection Facilities and Network Upgrades. The Phase One Cluster Study Report will provide study results based on Cluster Areas or Scalable Plan Blocks if applicable and not on an individualized basis.

## **6.5 Phase One Cluster Study Procedures**

Transmission Provider shall initiate the Cluster Study process pursuant to Section 4.2, and shall utilize existing studies to the extent practicable when it performs the Phase One Cluster Study.

- a) Transmission Provider may segment and perform Cluster Studies according to geographically and/or electrically relevant areas on Transmission Provider's Transmission System ("Cluster Area"). Cluster Areas shall be determined by Transmission Provider during the Phase One Cluster Study and shall be based on the valid Interconnection Requests that are submitted during the Cluster Request Window for which there is an executed Phase One Cluster Study Agreement.
- b) Unless Cluster Re-Studies are required pursuant to Section 6.7, Transmission Provider shall use Reasonable Efforts to complete the Phase One Cluster Study within one-hundred twenty (120) Calendar Days of the close of the Customer Engagement Window.

- c) At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required timeframe for completing a Cluster Study, Transmission Provider shall notify Interconnection Customers as to the schedule status of the Phase One Cluster Study. If Transmission Provider is unable to complete a Phase One Cluster Study within the specified time period, it shall notify Interconnection Customers in the Cluster and provide an estimated completion date with an explanation of the reasons why additional time is required.

Upon request, Transmission Provider shall provide to an Interconnection Customer in the Cluster all supporting documentation, work papers, and relevant power flow and short circuit databases for the Phase One Cluster Study, subject to confidentiality arrangements consistent with Section 13.1.

## **6.6 Customer Review Period and Commercial Readiness Options**

After Transmission Provider posts the Phase One Cluster Study Report(s) or Cluster Re-Study Report(s) to its OASIS, Transmission Provider shall commence a ninety (90) Calendar Day customer review period (“Customer Review Period”). Transmission Provider may shorten the Customer Review Period upon the written consent of all Interconnection Customers within a specific Cluster, or if a Cluster Re-Study is determined to be necessary in accordance with Section 6.7. During the Customer Review Period, Transmission Provider shall:

- (a) Issue a Phase One Cluster Study Report (or, as applicable, Cluster Re-Study Report) to each Interconnection Customer and post such report on its OASIS.
- (b) Within ten (10) Business Days of simultaneously posting a Phase One Cluster Study Report (or, as applicable, Cluster Re-Study Report) on OASIS and furnishing such report to Interconnection Customers in the applicable Cluster, Transmission Provider shall convene an open meeting to discuss the study results (“Cluster Study Report Meeting” or “Cluster Re-Study Meeting”).

**6.6.1** An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to Transmission Provider no later than the completion of the Customer Review Period following the Phase One Cluster Study:

- a) Executed term sheet (or comparable evidence) related to a contract for sale, where the term of the sale is not less than five (5) years, for (i) the constructed Generating Facility, (ii) the Generating Facility’s energy or capacity, or (iii) the Generating Facility’s Ancillary Services;
- b) Documentation from a Load-Serving Entity, commercial, industrial, large end-use customer, competitive retail supplier, power marketer, or other wholesale buyer of active negotiations (or the equivalent, e.g. for an ongoing relationship) for purchase of the output of the Large Generating Facility. During the Phase Two Customer Review Period,

Interconnection Customer shall provide documentation that they continue to meet commercial readiness by providing evidence of another Commercial Readiness Milestone (e.g., executed term sheet under Section 6.6.1(a) of this LGIP);

- c) Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, other wholesale buyer, or a commercial, industrial, or large end-use customer for: (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;
- d) Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable);
- e) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;
- f) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,
- g) In lieu of submitting evidence of a Commercial Readiness Milestone as specified above in Sections 6.6.1(a)-(f), Interconnection Customer shall provide a Commercial Readiness Deposit equal to two times the Interconnection Requests Phase Two Cluster Study deposit up to a maximum of \$500,000, made in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit to Interconnection Customer according to Sections 13.3.2 and 13.3.3 of this LGIP.

- h) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Sections 6.6.1(a)-(f) does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 6.6.1(g) that is reduced by a percentage based on the amount already demonstrated.
- 6.6.2** An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study must submit validated detailed models, in a format acceptable to Transmission Provider, representing the Generating Facility to Transmission Provider no later than the completion of the first Customer Review Period following the initial Phase One Cluster Study.
- 6.6.3** An Interconnection Customer in the applicable Cluster wishing to proceed to a Phase Two Cluster Study shall re-demonstrate Site Control that was provided in Section 3.4.1 (iii) and (iv).
- 6.6.4** After the close of the Customer Review Period, Transmission Provider shall use Reasonable Efforts to confirm each Large Generation Interconnection Customer in the applicable Cluster has submitted documentation that it has met one of the Commercial Readiness Milestone Options in Section 6.6.1, the validated detailed models in Section 6.6.2, and re-demonstration of Site Control in Section 6.6.3.

## **6.7 Phase One Cluster Study Withdrawals and Re-Studies**

- a) If no Interconnection Customer in the applicable Cluster withdraws from the Cluster after completion of the Phase One Cluster Study or a Cluster Re-Study, or is deemed withdrawn pursuant to Section 3.7, Transmission Provider shall electronically notify Interconnection Customers in the Cluster within twenty-five (25) Business Days of the close of the Customer Review Period that a Cluster Re-Study is not required.
- b) If one or more Interconnection Customer withdraw(s) from the Cluster, Transmission Provider shall have thirty (30) Business Days following the Customer Review Period to determine if a Cluster Re-Study is necessary. If Transmission Provider determines a Cluster Re-Study is not necessary, Transmission Provider shall provide an updated Phase One Cluster Study Report within thirty (30) Calendar Days of such determination. When the updated Cluster Study Report is issued, Transmission Provider shall electronically notify Interconnection Customers in the Cluster that a Cluster Re-Study is not required.
- c) If Transmission Provider determines a Cluster Re-Study is necessary, Transmission Provider will continue with such Cluster Re-Studies as described in Section 6.7(d) below, until Transmission Provider determines that no further Cluster Re-Studies are required.



- d) The scope of any Cluster Re-Study shall be consistent with the scope of the initial Phase One Cluster Study pursuant to Section 6.4. Transmission Provider shall use Reasonable Efforts to complete the Cluster Re-Study for all Cluster Areas within one hundred twenty (120) Calendar Days upon notification of the need for a Cluster Re-Study. Transmission Provider shall commence a Customer Review Period for the Cluster Re-Study and hold an open meeting (“Cluster Re-Study Meeting”) within ten (10) Business Days of posting the Cluster Re-Study Reports on OASIS.

If additional Cluster Re-Studies are required, Interconnection Customer and Transmission Provider shall follow the procedures of this Section 6.7 until such time that Transmission Provider determines that no further Cluster Re-Studies are required. Transmission Provider shall electronically notify Interconnection Customers in the Cluster Area when no further Cluster Re-Studies are required.

- e) If Transmission Provider determines a Cluster Re-Study other than the Cluster Re-Study described in Section 6.7 (a) - (d) is required, Transmission Provider shall notify Interconnection Customers in the applicable Cluster in writing (which may include electronic notification). Transmission Provider shall make Reasonable Efforts to complete the Cluster Re-Study within one hundred twenty (120) Calendar Days from the date of such notice. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of a Cluster Re-Study shall be borne by Interconnection Customer(s) in the Cluster that are being re-studied.

## **Section 7. Phase Two Cluster Study**

### **7.1 Phase Two Cluster Study Agreement**

No later than five (5) Business Days after Transmission Provider has notified Interconnection Customers in the Cluster that no additional Phase One Cluster Re-Study is necessary, as specified in Section 6.7, Transmission Provider shall use Reasonable Efforts to tender to each Interconnection Customer in the Cluster a Phase Two Cluster Study Agreement in the form of Appendix 3 to this LGIP. Transmission Provider at its sole discretion may allow Interconnection Requests in a Cluster Area or Scalable Plan Block to advance to the Phase Two Cluster Study on a separate schedule than other Cluster Areas or Identified Scalable Plan Blocks. The Phase Two Cluster Study Agreement shall require each Interconnection Customer to compensate Transmission Provider for its share of the actual cost of the Phase Two Cluster Study.

#### **7.1.1 Scope of Phase Two Cluster Study Deposit**

Interconnection Customer shall submit to Transmission Provider a deposit of:

- a) \$50,000 plus \$1,000 per MW of Generating Facility Capacity of the Generating Facility, up to a maximum of \$250,000.

Transmission Provider shall apply each Interconnection Customer’s Phase Two Cluster Study deposit toward such Interconnection Customer’s share

of the costs of the Phase Two Cluster Study and any Phase Two Cluster Re-Study (as allocated pursuant to Section 4.2.2).

## **7.2 Execution of Phase Two Cluster Study Agreement**

Within fifteen (15) Business Days of Transmission Provider tendering the Phase Two Cluster Study Agreement, Interconnection Customer shall execute and deliver the agreement to Transmission Provider, along with the Phase Two Cluster Study deposit specified in Section 7.1.1. Interconnection Customers who timely submitted a valid Phase Two Cluster Study Agreement and Phase Two Cluster Study deposit shall proceed to the Phase Two Cluster Study. Any Interconnection Request for which there is no executed Phase Two Cluster Study Agreement or Phase Two Cluster Study deposit received shall be deemed withdrawn. As soon as practicable, Transmission Provider shall initiate the Phase Two Cluster Study described in Sections 7.3 and 7.4 and provide notice to Interconnection Customers in the Cluster.

## **7.3 Scope of Phase Two Cluster Study**

The Phase Two Cluster Study shall evaluate the impact of all proposed Interconnection Requests in the applicable Cluster on the reliability of the Transmission System. The Phase Two Cluster Study will incorporate the information and assumptions contained in the Phase One Cluster Study Report. The Phase Two Cluster Study shall consist of a stability analysis, short circuit analysis, Network Resource Interconnection Service analysis (if applicable), Contingent Facility analysis, and analysis of the necessary Interconnection Facilities and Network Upgrades, the results of which will be documented in a Phase Two Cluster Study Report, or associated Cluster Re-Study Report, as applicable for each Cluster Area.

For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Phase Two Cluster Study shall consider the level of Interconnection Service requested by each Interconnection Customer in the applicable Cluster that has executed a Phase Two Cluster Study Agreement, unless one or more Interconnection Customer's full Generating Facility Capacity is required to be studied due to safety or reliability concerns.

The Phase Two Cluster Study Report will state (i) the assumptions upon which it is based; (ii) the results of the analyses; and (iii) the requirements or potential impediments to providing the Interconnection Service requested by each Interconnection Customer in the Cluster, including a good faith estimate of each Interconnection Customer's share of the cost and the non-binding estimated time to construct. The Phase Two Cluster Study Report shall identify Interconnection Facilities and Network Upgrades expected to be required to reliably interconnect the Generating Facilities in that Phase Two Cluster Study at the requested Interconnection Service level and shall provide non-binding cost estimates for any required Interconnection Facilities and Network Upgrades. The Phase Two Cluster Study Report shall identify each applicable Interconnection Customer's estimated allocated costs for Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to the methodology in Sections 4.2.2 and 4.2.3. The Phase Two

Cluster Study Report will provide study results based on Cluster Areas or Scalable Plan Blocks if applicable and not on an individualized basis.

#### **7.4 Phase Two Cluster Study Procedures**

During the Phase Two Cluster Study process, Transmission Provider shall utilize existing studies to the extent practicable when it performs the Phase Two Cluster Study. Transmission Provider shall coordinate the Cluster Study with any Affected System pursuant to Section 3.6.

- a) Transmission Provider may segment and perform Cluster Studies according to geographically and/or electrically relevant areas on Transmission Provider's Transmission System ("Cluster Area").
- b) Unless Cluster Re-Studies are required pursuant to Section 7.6, Transmission Provider shall use Reasonable Efforts to complete the Phase Two Cluster Study within one-hundred eighty (180) Calendar Days from the commencement of the Phase Two Cluster Study.
- c) At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the specified timeframe for completing a Cluster Study, Transmission Provider shall notify Interconnection Customers as to the schedule status of the Phase Two Cluster Study. If Transmission Provider is unable to complete a Phase Two Cluster Study within the specified time period, it shall notify Interconnection Customers in the Cluster and provide an estimated completion date with an explanation of the reasons why additional time is required.

Upon request, Transmission Provider shall provide to an Interconnection Customer in the Cluster all supporting documentation, work papers, and relevant power flow, short circuit and stability databases for the Phase Two Cluster Study, subject to confidentiality arrangements consistent with Section 13.1.

#### **7.5 Phase Two Customer Review Period**

After Transmission Provider posts the Phase Two Cluster Study Report(s) or Cluster Re-Study Report(s) to its OASIS, Transmission Provider shall commence a ninety (90) Calendar Day customer review period ("Customer Review Period"). Transmission Provider may shorten the Customer Review Period upon the written consent of all Interconnection Customers within a specific Cluster, or if a Cluster Re-Study is determined to be necessary in accordance with Section 7.6. During the Customer Review Period, Transmission Provider shall:

- (a) Issue a Phase Two Cluster Study Report (or, as applicable, Cluster Re-Study Report) to each Interconnection Customer and post such report on its OASIS.
- (b) Within ten (10) Business Days of simultaneously posting a Phase Two Cluster Study Report (or, as applicable, Cluster Re-Study Report) on OASIS and furnishing such report to Interconnection Customers in the applicable Cluster, Transmission Provider shall convene an open meeting to discuss the study results ("Cluster Study Report Meeting" or "Cluster Re-Study Meeting").

- (c) Share the good faith estimated cost and schedule of performing the Facilities Study for each Network Upgrade identified in the Phase Two Cluster Study or Cluster Re-Study Report.
- (d) Determine if there are any withdrawals or re-studies required in accordance with Section 7.6.

**7.5.1** An Interconnection Customer in the applicable Cluster wishing to proceed to a Facilities Study must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to Transmission Provider no later than the completion of a Customer Review Period following the Phase Two Cluster Study.

- a) Executed term sheet (or comparable evidence) related to a contract for sale, where the term of the sale is not less than five (5) years, for (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity, or (iii) the Generating Facility's Ancillary Services;
- b) Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, other wholesale buyer, or a commercial, industrial, or large end-use customer for: (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;
- c) Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable);
- d) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;
- e) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,

- f) In lieu of submitting evidence as specified above in Sections 7.5.1(a)-(e), Interconnection Customer shall provide a Commercial Readiness Deposit equal to twenty percent (20%) of the Network Upgrade costs allocated to Interconnection Customer in the Phase Two Cluster Study Report less any amounts already paid as a Commercial Readiness Deposit for the Phase Two Cluster Study pursuant to Section 6.6.1(g). Commercial Readiness Deposits shall be made in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit in accordance with Sections 13.3.2 and 13.3.3 of this LGIP.
  - g) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Sections 7.5.1(a)-(e) does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 7.5.1(f) that is reduced by a percentage based on the amount already demonstrated.
- 7.5.2** An Interconnection Customer in the applicable Cluster shall provide technical data to Transmission Provider prior no later than the completion of the Customer Review Period.
- 7.5.3** An Interconnection Customer in the applicable Cluster wishing to proceed to a Facilities Study shall re-demonstrate Site Control that was provided in Section 3.4.1 (iii) and (iv).
- 7.5.4** After the close of the Customer Review Period, Transmission Provider shall use Reasonable Efforts to confirm each Interconnection Customer in the applicable Cluster has submitted documentation that Interconnection Customer has met one of the Commercial Readiness Milestone Options in Section 7.5.1, analysis required in Section 7.5.2, and re-demonstration of Site Control in Section 7.5.3.

## **7.6 Phase Two Cluster Study Withdrawals and Re-Studies**

- (a) If no Interconnection Customer in the applicable Cluster withdraws (or is deemed withdrawn) from the Cluster after completion of the Phase Two Cluster Study or a Cluster Re-Study, Transmission Provider shall electronically notify Interconnection Customers in the applicable Cluster within twenty-five (25) Business Days of the close of the Customer Review Period that a Cluster Re-Study is not required.
- (b) If one or more Interconnection Customer withdraw(s) from the Cluster, or is deemed to have withdrawn from the Cluster, Transmission Provider shall have thirty (30) Business Days following the Customer Review Period to determine if a Cluster Re-Study is necessary. If Transmission Provider determines a Cluster Re-Study is not necessary, Transmission Provider shall provide an updated Phase Two Cluster Study Report within thirty (30) Calendar Days of such determination. When the

updated Phase Two Cluster Study Report is issued, Transmission Provider shall electronically notify Interconnection Customers in the Cluster that a Cluster Re-Study is not required.

- (c) If Transmission Provider determines a Cluster Re-Study is necessary, Transmission Provider will continue with such Cluster Re-Studies as described in Section 7.6 (d) below, until Transmission Provider determines that no further Cluster Re-studies are required.
- (d) The scope of any Cluster Re-Study shall be consistent with the scope of the initial Cluster Study pursuant to Section 7.3. Transmission Provider shall use Reasonable Efforts to complete the Cluster Re-Study for all Cluster Areas within one-hundred eighty (180) Calendar Days of the commencement of the first Cluster Re-Study. Transmission Provider shall commence a Customer Review Period for the Cluster Re-Study and hold an open meeting (“Cluster Re-Study Meeting”) within ten (10) Business Days of posting the Cluster Re-Study Reports on OASIS.
- (e) If additional Cluster Re-Studies are required, Interconnection Customer and Transmission Provider shall follow the procedures of this Section 7.6 until such time that Transmission Provider determines that no further Cluster Re-Studies are required. Transmission Provider shall electronically notify Interconnection Customers in the Cluster when no further Cluster Re-Studies are required.
- (f) If Transmission Provider determines that a Cluster Re-Study other than the Cluster Re-Study described in Section 7.6 (a) - (d) is required, Transmission Provider shall notify Interconnection Customers in the Cluster in writing (which may include electronic notification). Transmission Provider shall use Reasonable Efforts to complete such Cluster Re-Study within one-hundred eighty (180) Calendar Days from the date of such notice. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of Cluster Re-Study shall be borne by Interconnection Customer(s) in the Cluster that are being re-studied.

## **Section 8. Interconnection Facilities Study**

### **8.1 Interconnection Facilities Study Agreement**

No later than fifteen (15) Business Days after Transmission Provider has notified Interconnection Customers in the Cluster that no additional Phase Two Cluster Re-Study is necessary, as specified in Section 7.6, Transmission Provider shall use Reasonable Efforts to tender to each Interconnection Customer in the Cluster an Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. Transmission Provider at its sole discretion may allow Interconnection Requests in a Cluster Area or Scalable Plan Block to advance to the Facilities Study on a separate schedule than other Cluster Areas or Identified Scalable Plan Blocks. The Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection Facilities Study. Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. Each Interconnection Customer shall execute an Interconnection Facilities Study Agreement and deliver the executed

Interconnection Facilities Study Agreement and applicable Facilities Study deposit equal to a good faith estimate of the Interconnection Request's allocated share of the cost for Transmission Provider to perform the preliminary engineering that is necessary to complete the Facilities Study report on a non-clustered basis for a Cluster Area or Scalable Plan Blocks for a network plan of service to Transmission Provider no later than thirty (30) Calendar Days after its receipt, along with any required technical data, or shall be deemed withdrawn.

## **8.2 Scope of Interconnection Facilities Study**

The Interconnection Facilities Study shall be specific to each Interconnection Request and performed on an individual, i.e. non-clustered, basis. The Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Phase Two Cluster Study Report (and any associated Cluster Re-Studies) in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Transmission System. 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'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. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

## **8.3 Interconnection Facilities Study Procedures**

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the good faith estimated schedule provided in the Facilities Study Agreement.

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

Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to Transmission Provider, which Transmission Provider shall include in completing the final Interconnection Facilities Study report. Transmission Provider shall issue the

final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, work papers, and databases or data developed in the preparation of the Interconnection Facilities Study, subject to confidentiality arrangements consistent with Section 13.1.

#### **8.4 Meeting with Transmission Provider**

Within ten (10) Business Days, or other mutually agreed upon date, of providing a draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

#### **8.5 Re-Study**

If Transmission Provider determines that Re-Study of the Interconnection Facilities Study is required, Transmission Provider shall so notify Interconnection Customer in writing. Transmission Provider shall make Reasonable Efforts to ensure such Re-Study shall take no longer than sixty (60) Calendar Days from the date of notice. Re-Studies that require rerunning the Cluster Study analysis may take longer than sixty days. Except as provided in Section 3.7 in the case of withdrawing Interconnection Customers, any cost of Re-Study shall be borne by 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 Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider 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 Interconnection Customer's Queue Position or In-Service Date. The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs.

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 Provider may elect: (i) to take title to the equipment, in which event Transmission Provider 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. [Reserved]**

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

**11.1 Tender**

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, or as otherwise agreed by the Parties, Transmission Provider may tender a draft LGIA, together with draft appendices completed to the extent practicable. The draft LGIA shall be in the form of Transmission Provider's standard form LGIA, which is in Appendix 5.

**11.2 Negotiation**

Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning the appendices to the LGIA at any time after Interconnection Customer executes the Interconnection Facilities Study Agreement. Transmission Provider will decide whether to offer a final LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the interconnection of the Large Generating Facility. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study report. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 or initiate Dispute Resolution procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the LGIA or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection Request. If Transmission Provider decides to offer a final LGIA, Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the date on which i) Transmission Provider

has completed the record of decision or other NEPA document; or ii) the Parties have completed the negotiation process, whichever is later.

### **11.3 Execution**

Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer shall provide Transmission Provider: (A) reasonable evidence of 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 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.

Interconnection Customer shall execute two originals of the tendered LGIA and return them to Transmission Provider.

### **11.4 Commencement of Interconnection Activities**

If Interconnection Customer executes the final LGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the LGIA.

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

### **12.1 Schedule**

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

### **12.2 Construction Sequencing**

#### **12.2.1 General**

In general, the In-Service Date of an Interconnection Customers seeking interconnection to the Transmission System 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 Interconnection Customer**

An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may request that Transmission Provider 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 Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

Transmission Provider will refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA. 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 has not refunded to 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. Transmission Provider shall forward to 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 Interconnection Customer. Transmission Provider then shall refund to that entity the amount that it paid for the Network Upgrades, in accordance with Article 11.4 of the LGIA.

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

An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider any associated expediting costs. Interconnection Customer shall be entitled to transmission credits, if any, for any expediting costs paid.

### **12.2.4 Amended Interconnection Study**

An Interconnection Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Large Generating Facilities that are expected to be in service on or before the requested In-Service Date.

**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 either of the Parties to the other 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 Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 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.

**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 Breach of the LGIA; or (6) is required, in accordance with 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. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

**13.1.2 Release of Confidential Information**

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), 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 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 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 Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either 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 Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party 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 Party under these procedures or its regulatory requirements.

**13.1.6 Legally Required Disclosure**

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either 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 Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the LGIA. 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. If Confidential Information concerning a Transmission Owner or Interconnection Customer is requested from Transmission Provider under the Freedom of Information Act (5 U.S.C. § 552), Transmission Provider shall provide the other Party with prompt notice of the request and opportunity for the Party

to submit the Party's view on whether the Confidential Information is exempt from disclosure under FOIA. Transmission Provider may disclose such Confidential Information which, in the opinion of its counsel, Transmission Provider is legally compelled to disclose under FOIA.

**13.1.7 Remedies**

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief to the extent permitted under applicable law, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this 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 Breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further 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 Section 13.1.

**13.1.8 Disclosure to FERC, its Staff, or a State**

Notwithstanding anything in this Section 13.1 to the contrary, and pursuant to 18 CFR 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 CFR 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 Party prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner, consistent with applicable state rules and regulations.

**13.1.9** Subject to the exception in 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 Party to any person not employed or retained by the other Party, 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 Party, 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 Party in writing of the information it claims is confidential. Prior to any disclosures of the other 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 Breach of this provision).
- 13.1.11** Transmission Provider 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**

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. Transmission Provider shall remain primarily liable to Interconnection Customer for the performance of such 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 and Refunds**

- 13.3.1** Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies (or actual allocated costs, in the case of Cluster Studies pursuant to Section 4.2.2.). 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 Interconnection Customer. If an Interconnection Customer's study deposit paid pursuant to Sections 6.1.1, 7.1.1, and 8.1 is greater than Interconnection Customer's share of actual costs (including applicable costs associated with Cluster Re-Studies or restudies of the Interconnection Facilities Study), any excess amounts shall be applied to Interconnection Customer's future Interconnection Studies costs, or refunded to Interconnection Customer.

- 13.3.2** In the event of Interconnection Customer’s withdrawal pursuant to Section 3.7, Transmission Provider shall refund to Interconnection Customer the refundable portion of the following charges: (a) any study deposit paid pursuant to Sections 6.1.1, 7.1.1, and 8.1; (b) Commercial Readiness Deposit paid pursuant to Section 6.6.1(g) and Section 7.5.1(f). Such refundable portion for study deposits made under Sections 6.1.1, 7.1.1, and 8.1 shall be any amount that exceeds Interconnection Customer’s share of the costs that Transmission Provider has incurred including interest, calculated from the date the study deposit is received until the date a refund is made, at a rate equivalent to what Transmission Provider would earn on interest income as specified for the most recent Bonneville Transmission rate case and documented in the Transmission Revenue Requirement Study Documentation, or its successor. Such refundable portion of Commercial Readiness Deposits made in lieu of an Interconnection Customer providing evidence of Commercial Readiness Milestone Options under Sections 6.6.1 and 7.5.1, Transmission Provider shall be for any unspent amount, without interest. Any refunds of Commercial Readiness Deposits shall also be made in accordance with Section 13.3.3 below.
- 13.3.3** The refundable portion of the Commercial Readiness Deposits paid by Interconnection Customer pursuant to Section 6.6.1 and 7.5.1 shall be refunded on the earlier of: (i) Interconnection Customer is able to demonstrate evidence of a Commercial Readiness Milestone Option in Section 6.6.1(a)-(f); (ii) the Interconnection Request is withdrawn from the queue pursuant to Section 3.7; or (iii) upon execution of the LGIA. Such Commercial Readiness Deposits made in lieu of an Interconnection Customer providing evidence of Commercial Readiness Milestone Options under Sections 6.6.1(a)-(f) and 7.5.1(a)-(e) are not subject to interest on any unspent amount.
- 13.3.4** Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. Transmission Provider 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 Agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.5, 7.4 or 8.3 that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.5, 7.4 or 8.3 within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third party



consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of 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 Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all work papers, 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 Section 13.1. In any case, such third party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of (iii) 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), and the relevant Tariff procedures and protocols as would apply if Transmission Provider 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. Transmission Provider 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**

### **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 LGIA.

### **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 Section 13, the terms of this 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.

### **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.

### **13.5.5 Non-Binding Dispute Resolution Procedures**

If a Party has submitted a Notice of Dispute pursuant to Section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days

provided in that Section, and the Parties cannot reach mutual agreement to pursue the Section 13.5 arbitration process, a Party may request that Transmission Provider engage in Non-binding Dispute Resolution pursuant to this Section by providing written notice to Transmission Provider (“Request for Non-binding Dispute Resolution”). Conversely, either Party may file a Request for Non-binding Dispute Resolution pursuant to this Section without first seeking mutual agreement to pursue the Section 13.5 arbitration process. The process in Section 13.5.5 shall serve as an alternative to, and not a replacement of, the Section 13.5 arbitration process. Pursuant to this process, Transmission Provider must promptly, after receipt of the Request for Non-binding Dispute Resolution appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. This decision-maker shall be authorized only to interpret and apply the provisions of the LGIP and LGIA, except for those related to NEPA and other environmental laws. In addition, this decision maker shall have no power to modify or change any provision of the LGIP and LGIA in any manner. The result reached in this process is not binding, but, unless otherwise agreed, the Parties may cite the record and decision in the non-binding dispute resolution process in future dispute resolution processes, including in a Section 13.5 arbitration. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute.

## **13.6 Local Furnishing Bonds**

### **13.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds**

This provision is applicable only to a Transmission Provider that has financed facilities for the local furnishing of electric energy with tax-exempt bonds, as described in Section 142(f) of the Internal Revenue Code ("local furnishing bonds"). Notwithstanding any other provision of this LGIA and LGIP, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this LGIA and LGIP if the provision of such Transmission Service would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance Transmission Provider’s facilities that would be used in providing such Interconnection Service.

### **13.6.2 Alternative Procedures for Requesting Interconnection Service**

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-

exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise Interconnection Customer within thirty (30) Calendar Days of receipt of the Interconnection Request.

Interconnection Customer thereafter may renew its request for interconnection using the process specified in Article 5.2(ii) of Transmission Provider's OATT.

## **Section 14. Generating Facility Repower Request**

### **14.1 General**

Interconnection Customer shall only submit a Generating Facility Repower Request (Repower Request) for an existing Generating Facility that is established in an executed LGIA.

### **14.2 Timing**

Interconnection Customer shall submit its Repower Request and a \$10,000 deposit to Transmission Provider at least one year prior to the date that the existing Generating Facility will cease operation. Interconnection Customer's Repower Request shall include a good faith estimate for the completion of construction.

#### **14.2.1 Assignments, Sales, and Transfers**

Interconnection Customer shall not make a Repower Request until twelve (12) months have elapsed from: (1) the date of any assignment of the LGIA applicable to the existing Generating Facility, or (2) the date of sale, or other transfer of such existing Generating Facility.

Upon submission of a Repower Request from Interconnection Customer to Transmission Provider, Interconnection Customer shall not sell or otherwise transfer the existing Generating Facility, nor assign the applicable LGIA until Transmission Provider completes evaluation of the Repower Request, or Interconnection Customer withdraws the Repower Request in writing.

In the event that Transmission Provider notifies Interconnection Customer that the Repower Request has been granted, the prohibition on sale, transfer, or assignment shall be extended 12 months from the date the Repower Request is granted. For purposes of this Section, prohibited assignments include assignments to affiliates pursuant to Article 19.1 of the LGIA or any analogous provision in the applicable LGIA.

A transfer, sale, or assignment of the existing Generating Facility, repowered Generating Facility, or assignment of an applicable LGIA that violates this Section shall void the Repower Request.

**14.3 Interconnection Service**

Transmission Provider shall not grant a Repower Request that exceeds the level of Interconnection Service established in the executed LGIA for the existing Generating Facility. If the Repower Request requires Interconnection Service (MW) in excess of that of the existing Generating Facility, Interconnection Customer shall initiate a separate Interconnection Request in accordance with Section 3 for the amount of (MW) equal to the excess. Transmission Provider shall assign a Queue Position in accordance with Section 4.

**14.4 Evaluation Process**

Within ten (10) Business Days after receipt of a valid Repower Request, Transmission Provider will schedule a scoping meeting to discuss the Repower Request with Interconnection Customer. Transmission Provider and Interconnection Customer will bring to the meeting such technical data as may be reasonably required to accomplish the purpose of the meeting.

At that scoping meeting, Transmission Provider will evaluate whether the Repower Request is a potential Material Modification.

(A) If Transmission Provider determines that the Repower Request is a potential Material Modification, Interconnection Customer shall withdraw the Repower Request, or proceed with a new Interconnection Request in accordance with Section 3. Transmission Provider shall assign a Queue Position in accordance with Section 4.

(B) If Transmission Provider determines that the Repower Request is not a potential Material Modification, Interconnection Customer may proceed to the study process in Section 14.5.

**14.5 Study Process**

Repower Requests will consist of an environmental study as set forth in Section 14.5.1 and may consist of two additional studies: (1) A system impact study for the Repower Request (Repower Impact Study) as set forth in Section 14.5.2, and (2) a Facilities Study for the Repower Request (Repower Facilities Study) as set forth in Section 14.5.3.

**14.5.1 Environmental Study Agreement**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed Repower Request, including review under NEPA, and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt, or its Repower Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

**14.5.2 Repower Impact Study**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer a Repower Impact Study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform the study. The Repower Impact Study will include analyses to determine if the repowered Generating Facility has a material adverse impact on the Transmission System when compared to the existing Generating Facility. The Repower Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied.

Transmission Provider shall use Reasonable Efforts to complete the Repower Impact Study within ninety (90) Calendar Days after Transmission Provider receives the fully executed Repower Impact Study Agreement.

If the Repower Impact Study identifies any materially adverse impacts from operating the repowered Generating Facility, when compared to the existing Generating Facility, such impacts shall be deemed a Material Modification. In order to move forward, Interconnection Customer must submit a new Interconnection Request in accordance with Section 3. Transmission Provider shall assign a Queue Position in accordance with Section 4.

**14.5.3 Repower Facilities Study**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer a Repower Facilities Study, authorizing Transmission Provider, at Interconnection Customer's expense, to perform the study. The Repower Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities for the Generating Facility repower.

Transmission Provider shall use Reasonable Efforts to complete the Repower Facilities Study within ninety (90) Calendar Days after Transmission Provider receives the fully executed Repower Facilities Study Agreement.

**14.6 Tender**

Within thirty (30) Calendar Days after the completion of any required studies set forth in Section 14.5.2 and 14.5.3, Transmission Provider may revise Interconnection Customer's existing LGIA and tender the draft to Interconnection Customer.

**14.7 LGIA**

Transmission Provider will decide whether to offer a final LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the Repower Request. If Interconnection Customer executes the final LGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the revised LGIA.

**Section 15. Generating Facility Replacements****15.1 General**

Interconnection Customer shall only submit a Generating Facility Replacement Request (Replacement Request) for an existing Generating Facility established in an executed LGIA. Transmission Provider shall assign a Queue Position in accordance with Section 4.

The replacement Generating Facility must connect to Transmission Provider's Transmission System at the same electrical Point of Interconnection (*i.e.*, same voltage level at the interconnecting substation) as the existing Generating Facility established in the executed LGIA.

**15.2 Timing**

Interconnection Customer shall submit its Replacement Request and a \$10,000 deposit to Transmission Provider at least one (1) year prior to the date that the existing Generating Facility will cease operation.

The request for a Generating Facility Replacement shall include the planned or actual date of cessation of operation for the existing Generating Facility and the expected Commercial Operation Date for the replacement Generating Facility.

**15.2.1 Assignments, Sales, and Transfers**

Interconnection Customer shall not make a Replacement Request until twelve (12) months have elapsed from: (1) the date of any assignment of the LGIA applicable to the existing Generating Facility, or (2) the date of sale or other transfer of such existing Generating Facility.

Upon submission of a Replacement Request from Interconnection Customer to Transmission Provider, Interconnection Customer shall not sell or otherwise transfer the existing Generating Facility, or the replacement Generating Facility, nor assign the applicable LGIA until Transmission Provider completes evaluation of the Replacement Request, or Interconnection Customer withdraws the Replacement Request in writing.

In the event that Transmission Provider notifies Interconnection Customer that the Replacement Request has been granted, the prohibition on sale, transfer, or assignment shall be extended in accordance with this Section. For purposes of this Section, prohibited assignments include assignments to affiliates pursuant to Article 19.1 of LGIA or any analogous provision in the applicable LGIA.

A transfer, sale, or assignment of the existing Generating Facility, Replacement Generating Facility, or assignment of an applicable LGIA that violates this Section 14.1(vi) shall void the request for Generating Facility Replacement.

**15.3 Interconnection Service**

Interconnection Customer shall request only ER Interconnection Service for the Replacement Generating Facility if the existing Generating Facility has only ER Interconnection Service.

The request for NR Interconnection Service for the Replacement Generating Facility, when the existing Generating Facility has only ER Interconnection Service, shall be submitted as a separate Request and shall proceed in the same manner as an Interconnection Request for a new Generating Facility.

Interconnection Customer may request either ER Interconnection Service or NR Interconnection Service for the Replacement Generating Facility if the existing Generating Facility has NR Interconnection Service.

If the replacement Generating Facility requires Interconnection Service (MW) in excess of that of the existing Generating Facility, Interconnection Customer shall initiate a separate Interconnection Request in accordance with Section 3 for the amount (MW) equal to the excess. Transmission Provider shall assign a Queue Position in accordance with Section 4.

If the request for Replacement Request is for less Interconnection Service (MW) than that of the existing Generating Facility, Interconnection Customer shall notify Transmission Provider of the (MW) amount of such decrease in generating capacity.

**15.4 Modifications**

Interconnection Customer may modify or withdraw its request for a Generating Facility Replacement any time before the evaluation process is complete. Interconnection Customer must make these requests in writing.

**15.4.1 Revisions to the Planned Date of Cessation**

If the revised planned date of cessation of operation for the existing Generating Facility is prior to the planned date of cessation of operation specified in the original request Replacement Request, Interconnection Customer must submit a new Replacement Request at least one (1) year prior to the date that the existing Generating Facility is planned to cease operation.

**15.4.2 Revisions to the Expected Commercial Operation Date:**

If the revised expected Commercial Operation Date for the replacement Generating Facility is after the expected Commercial Operation Date for the replacement Generating Facility in the original Replacement Request, Interconnection Customer must submit a new Replacement Request at least one (1) year prior to the date that the existing Generating Facility is planned to cease operation.



**15.5 Evaluation Process**

Within ten (10) Business Days after receipt of a valid Replacement Request, Transmission Provider will schedule a scoping meeting to discuss the Replacement Request with Interconnection Customer. Transmission Provider and Interconnection Customer will bring to the meeting such technical data as may be reasonably required to accomplish the purpose of the meeting.

**15.6 Study Process**

The Replacement Request will consist of an environmental study as set forth in Section 15.6.1 and may consist of three additional studies: (1) System impact study for the Replacement Request (Replacement Impact Study) as set forth in Section 15.6.2, (2) Reliability Assessment Study for the Replacement Request (Reliability Assessment) as set forth in Section 15.6.3, and (3) Facilities Study for the Replacement Request (Replacement Facilities Study) as set forth in Section 15.6.4.

**15.6.1 Environmental Study Agreement**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer an environmental study agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed Replacement Request, including review under the National Environmental Policy Act (NEPA), and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute and return the environmental study agreement within 30 Calendar Days of receipt, or its Replacement Request shall be deemed withdrawn and the unexpended amount of its deposit, if any, shall be returned.

**15.6.2 Replacement Impact Study**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer a Replacement Impact Study authorizing Transmission Provider, at Interconnection Customer's expense, to perform the study. The Replacement Impact Study will include analyses to determine if the replacement Generating Facility has a material adverse impact on the Transmission System when compared to the existing Generating Facility. The Replacement Impact Study may include steady-state (thermal/voltage), reactive power, short circuit/fault duty, and stability analyses, as necessary, to ensure that required reliability conditions are studied.

Transmission Provider shall use Reasonable Efforts to complete the replacement Impact Study within ninety (90) Calendar Days after Transmission Provider receives the fully executed Replacement Impact Study Agreement.

If the Replacement Impact Study identifies any materially adverse impact from operating the Replacement Generating Facility when compared to the operation of the existing Generating Facility, such impacts shall be deemed a Material Modification, and in order to move forward, Interconnection

Customer must submit a new Interconnection Request in accordance with Section 3. Transmission Provider shall assign a Queue Position in accordance with Section 4.

### **15.6.3 Reliability Assessment Study**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer a reliability assessment study agreement for the Replacement Request (Reliability Assessment Study) authorizing Transmission Provider, at Interconnection Customer's expense, to perform the Reliability Assessment Study. The Reliability Assessment Study will include analyses to compare the conditions on the Transmission System that would exist if the existing Generating Facility is taken offline to the conditions on the Transmission System as they exist when the existing Generating Facility is online. The scope of the Reliability Assessment Study may include stability analysis as necessary. Transmission Provider will also evaluate the performance of the Transmission System to determine if thermal and/or voltage violations of applicable NERC Standards and Transmission Owner planning criteria are caused by removing the existing Generating Facility from service prior to the Commercial Operation Date of the replacement Generating Facility.

Transmission Provider shall use Reasonable Efforts to complete the Reliability Assessment Study within ninety (90) Calendar Days after Transmission Provider receives the fully executed Reliability Assessment Study.

Interconnection Customer must mitigate any reliability violation identified in the Reliability Assessment Study, the existing Generating Facility may not cease operations until all mitigations are implemented or are in service.

### **15.6.4 Replacement Facilities Study**

As soon as practicable, Transmission Provider shall tender to Interconnection Customer a Replacement Facilities Study, authorizing Transmission Provider, at Interconnection Customer's expense, to perform the study. The Replacement Facilities Study will identify estimates for cost and the time required to construct the Interconnection Facilities for the Generating Facility replacement.

Transmission Provider shall use Reasonable Efforts to complete the Replacement Facilities Study within ninety (90) Calendar Days after Transmission Provider receives the fully executed Replacement Facilities Study Agreement.

## **15.7 Tender**

Within thirty (30) Calendar Days after the completion of any required studies set forth in Section 15.6.2, 15.6.3, and 15.6.4 Transmission Provider may revise Interconnection Customer's existing LGIA and tender the draft to Interconnection Customer.

**15.8 LGIA**

Transmission Provider will decide whether to offer a final LGIA after it completes a record of decision under NEPA, or other appropriate NEPA document, concerning the Replacement Request. If Interconnection Customer executes the final LGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the revised LGIA.

**APPENDIX 1 to LGIP  
INTERCONNECTION REQUEST FOR A  
LARGE GENERATING FACILITY**

- 1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with Transmission Provider's Transmission System pursuant to Attachment L of Transmission Provider's Tariff.
- 2. This Interconnection Request is for (check one):
  - A proposed new Large Generating Facility.
  - An increase in the generating capacity of an existing Large Generating Facility or a Material Modification of an existing Large Generating Facility.
  - Surplus Interconnection Service (If checked, skip to #13 of this form)
  - A Generating Facility Repower.
  - A Generating Facility Replacement.

Name of the new or existing Large Generating Facility: \_\_\_\_\_

If a Material Modification, describe proposed changes:  
\_\_\_\_\_

The LGIA Contract # for the existing Large Generating Facility (Surplus requests, Repowers & Replacements only): \_\_\_\_\_

- 3. The type of interconnection service requested (check one):
  - Energy Resource Interconnection Service (ERIS)
  - Network Resource Interconnection Service (NRIS)

For NRIS, enter the eligible Network Transmission Load Servicing Entity:  
\_\_\_\_\_

*Note: When requesting a Repower or Replacement, NRIS is only available if the original LGIA was for NRIS.*

- 4.  Check here only if Interconnection Customer requesting NRIS also seeks to have its Generating Facility studied for ERIS.
- 5. Interconnection Customer provides the following information:
  - a. Address and latitude/longitude of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and latitude/longitude of the existing Generating Facility (Must provide the County and State of the proposed project.);

- b. Enter megawatt of the electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity and/or Interconnection Service level of an existing Generating Facility. Station service load, parasitic load, and charging load should be added together and entered as a negative number:

Season	Interconnection Service in MW (max/min)	Generating Facility Capacity (nameplate) in MW (max/min)	Degrees Celsius of seasonal rating
Spring			
Summer			
Fall			
Winter			

- c. If applicable, maximum summer at \_\_\_\_\_ degrees C and winter at \_\_\_\_\_ degrees C megawatt electrical charging of the new energy storage system or the amount of megawatt increase in the charging capacity of an existing Generating Facility;
- d. General description of the equipment configuration;
- e. Specify fuel type for proposed project;
- f. Commercial Operation Date (Day, Month, and Year);
- g. Name, job title, address, telephone number, and e-mail address of Interconnection Customer's contact person;
- h. Approximate location of the proposed Point of Interconnection (optional); and
- i. Generation Model and Performance Attestation set forth in Attachment A.

For all generation types a steady state model of the Large Generating Facility including equivalent plant-level model, equivalent collector system if applicable, step-up transformers, and generation tie line in either PowerWorld or GE PSLF format; and

- j. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity).
6. Non-refundable application fee as specified in the LGIP.
  7. Evidence of Site Control as required by Transmission Provider is attached to this Interconnection Request.
  8. Requested Point of Interconnection (optional):

- 9. Additional information regarding the significance/importance of requested Point of Interconnection for consideration by Transmission Provider (optional):
  
  
  
  
  
  
  
  
  
  
- 10. This Interconnection Request shall be submitted to the following email address:  
  
    GI\_ClusterStudies@bpa.gov
  
- 11. Transmission Provider Representative of Interconnection Customer to contact:  
  
Transmission Account Executive for (Interconnection Customer: \_\_\_\_\_)  
  
    Bonneville Power Administration  
  
    Transmission Sales – TSE/TPP2  
  
    7500 NE 41<sup>st</sup> Street, Suite 130  
  
    Vancouver, WA 98662
  
- 12. This Interconnection Request is submitted by:  
  
Name of Interconnection Customer: \_\_\_\_\_  
  
By (signature): \_\_\_\_\_  
  
Name (type or print): \_\_\_\_\_  
  
Job Title: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
  
Email Address: \_\_\_\_\_  
  
Date: \_\_\_\_\_

13. **Surplus Interconnection Service Request only** (Please refer to Section 3.3.3 of the LGIP for a complete list of what to include when submitting a Surplus Interconnection Service Request):

Name of Surplus Interconnection Customer: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

Name of the existing Large Generating Facility pertaining to the Surplus Interconnection Service Request:

\_\_\_\_\_

Name of the existing Interconnection Customer: \_\_\_\_\_

LGIA Contract Number pertaining to the Surplus Interconnection Service Request:

\_\_\_\_\_

The Existing Point of Interconnection in the LGIA: \_\_\_\_\_

If the Surplus Interconnection Service Request is made by an affiliate of the existing Interconnection Customer the request must include a letter of intent to allow a specified portion of its Interconnection Service to be used by Surplus Interconnection Customer.

If the Surplus Interconnection Service Request is made by a non-affiliate, then the letter must also include a statement that the existing Interconnection Customer is waiving its priority right, on behalf of itself and any affiliate to utilize the Surplus Interconnection Service. See LGIP Section 3.3.3 (D) for details.

The type of Surplus Interconnection Service Requested (check one):

\_\_\_\_\_ Energy Resource Interconnection Service (ERIS)

\_\_\_\_\_ Network Resource Interconnection Service (NRIS)

For NRIS, enter the eligible Network Transmission Load Servicing Entity:

\_\_\_\_\_

*Note: When requesting Surplus, NRIS is only available if the original LGIA was for NRIS.*

\_\_\_\_ Check here only if Surplus Interconnection Customer requesting NRIS also seeks to have its Generating Facility studied for ERIS.

If known, the address and latitude/longitude of surplus generating facility site:

\_\_\_\_\_

- a. Enter megawatt of the electrical output of the proposed Surplus Large Generating Facility. Station service load, parasitic load, and charging load should be added together and entered as a negative number:

\_\_\_\_\_

Season	Interconnection Service in MW (max/min)	Generating Facility Capacity (nameplate) in MW (max/min)	Degrees Celsius of seasonal rating
Spring			
Summer			
Fall			
Winter			

- b. General description of the equipment configuration;

\_\_\_\_\_

- c. Commercial Operation Date requested (Day, Month, and Year);

\_\_\_\_\_

- d. Name, job title, address, telephone number, and e-mail address of Surplus Interconnection Customer's contact person;

\_\_\_\_\_

- e. Generation Model and Performance Attestation set forth in Attachment A.

For all generation types a steady state model of the Large Generating Facility including equivalent plant-level model, equivalent collector system if applicable, step-up transformers, and generation tie line in either PowerWorld or GE PSLF format; and



- f. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity).

\_\_\_\_\_

- 14. Applicable deposit amount as specified in the LGIP.
- 15. Evidence of Site Control as specified in the LGIP (check one)
  - Is attached to this Surplus Interconnection Request
  - Will be provided at a later date in accordance with this LGIP
- 16. This Surplus Interconnection Request shall be submitted to the following email address:  

GI\_ClusterStudies@bpa.gov
- 17. Transmission Provider Representative of Surplus Interconnection Customer to contact:  
Transmission Account Executive for (Interconnection Customer: \_\_\_\_\_)

Bonneville Power Administration

Transmission Sales – TSE/TPP2

7500 NE 41<sup>st</sup> Street, Suite 130

Vancouver, WA 98662

**Attachment A to Appendix 1  
Interconnection Request****GENERATION MODEL AND PERFORMANCE ATTESTATION  
FOR A GENERATING FACILITY**

Interconnection Customer has read, understands and accepts the following modeling and performance requirements for the Generating Facility associated with Interconnection Customer's Interconnection Request:

- 1) The Generating Facility shall be designed to meet performance requirements specified in Technical Requirements for Interconnection to the BPA Transmission Grid (STD-N-000001).
- 2) Transmission Provider will use generic performance models for the Phase One Cluster Study or as deemed appropriate by Transmission Provider, at various points in the life of the Interconnection Request. The generic models meet performance requirements specified in Technical Requirements for Interconnection to the BPA Transmission Grid (STD-N-000001).
- 3) Within ninety (90) Calendar Days of receipt of Phase One Cluster Study, Interconnection Customer will provide the required powerflow models, dynamics models, and electromagnetic transient (EMT) models as specified in STD-N-000001. The models for the Generating Facility shall:
  - a) be provided according to Technical Requirements for Interconnection to the BPA Transmission Grid (STD-N-000001)
  - b) be accurate and validated, by Interconnection Customer, to represent the performance characteristics of the Generating Facility
  - c) be re-validated, updated, and submitted to Transmission Provider, by Interconnection Customer, after a Qualified Change to the Generating Facility as required by BPA in STD-N-000001
- 4) Prior to getting authorization for Commercial Operation, Interconnection Customer shall:
  - a) complete voltage control and frequency control tests (STD-N-000001-01) as specified in BPA's Generation Commissioning Task Checklist Required for Commercial Operations (STD-N-000001-03) demonstrating the Generating Facility meets BPA's Technical Requirements for Interconnection to the BPA Transmission Grid (STD-N-000001)
  - b) provide evidence of completed EMT studies using "as-built" models confirming the plant meets disturbance ride-through requirements specified by STD-N-000001
- 5) Subsequent to Commercial Operation, Interconnection Customer shall:
  - a) provide "as-built" powerflow and dynamic models for its Generating Facility that are accurate and validated, by Interconnection Customer, as required by STD-N-000001 and applicable NERC MOD Standards
  - b) provide "as-built" EMT models that are accurate and validated, by Interconnection Customer, to represent the performance characteristics of the Generating Facility, including disturbance ride through characteristics, as required by STD-N-000001
- 6) If Interconnection Customer fails to meet requirements (1) to (5) above, the Generating Facility will:
  - a) be removed for Transmission Provider's generation interconnection queue

- b) not be allowed to electrically close into the transmission system until model and performance deficiencies are corrected

This Generation Model and Performance Attestation is submitted by:

Name of Interconnection Customer: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

**APPENDIX 2 to LGIP  
PHASE ONE CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_, ("Interconnection Customer,") and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System; and

Interconnection Customer has requested Transmission Provider to perform a Phase One Cluster Study to assess the feasibility of interconnecting the proposed Large Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed Phase One Cluster Study consistent with Section 6 of this LGIP in accordance with the Tariff.
- 3.0 The Phase One Cluster Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, including the optional requested Point of Interconnection set forth in Attachment A to this Agreement. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Phase One Cluster Study and as designated in accordance with Section 3.4.4 of the LGIP. If Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Phase One Cluster Study may be extended.

- 4.0 The Phase One Cluster Study Report shall provide the following information:
- Point of Interconnection as designated by Transmission Provider.
  - preliminary identification of any equipment short circuit capability limits exceeded as a result of the interconnection;
  - preliminary identification of any applicable thermal or voltage facility ratings exceeded as a result of the interconnection; and
  - preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.
- 5.0 Interconnection Customer shall provide a deposit in accordance with Section 6.1.1 of the LGIP for the performance of the Phase One Cluster Study.
- Upon receipt of the Phase One Cluster Study or Phase One Cluster Re-Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Phase One Cluster Study and Phase One Cluster Re-Study, as applicable.
- Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.
- 6.0 Miscellaneous. The Phase One Cluster Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A to Appendix 2  
Phase One Cluster Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE PHASE  
ONE CLUSTER STUDY**

The Phase One Cluster Study will be based upon the information set forth in the Interconnection Request.

Requested Point of Interconnection optionally provided in the Interconnection Request and configuration to be studied.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

**APPENDIX 3 to LGIP  
PHASE TWO CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_, ("Interconnection Customer,") and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System;

Transmission Provider has completed a Phase One Cluster Study and provided the results of said study to Interconnection Customer; and

Interconnection Customer has requested Transmission Provider to perform a Phase Two Cluster Study to assess the impact of interconnecting the Large Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed a Phase Two Cluster Study consistent with Section 7 of this LGIP in accordance with the Tariff.
- 3.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option, in accordance with Section 6.6.1 of the LGIP.
- 4.0 Interconnection Customer has submitted to Transmission Provider validated detailed models representing the Generating Facility, in accordance with Section 6.6.2 of the LGIP.
- 5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 6.6.3 of the LGIP.



- 6.0 The scope of the Phase Two Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 7.0 The Phase Two Cluster Study will be based upon the results of the Phase One Cluster Study Report and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Phase Two Cluster Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Phase Two Cluster Study may be extended.
- 8.0 The Phase Two Cluster Study Report shall provide the following information:
- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal or voltage applicable facility ratings exceeded as a result of the interconnection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
  - description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
- 9.0 Interconnection Customer shall provide a deposit in accordance with Section 7.1.1 of the LGIP for the performance of the Phase Two Cluster Study

Upon receipt of the Phase Two Cluster Study or Phase Two Cluster Re-Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Phase Two Cluster Study or Phase Two Cluster Re-Study, as applicable.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

- 10.0 Miscellaneous. The Phase Two Cluster Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and

the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME) UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
(Print/Type)

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

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

**Attachment A To Appendix 3  
Phase Two Cluster Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE PHASE TWO  
CLUSTER STUDY**

The Phase Two Cluster Study will be based upon the results of the Phase One Cluster Study or Phase One Cluster Re-Study, as applicable, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

[Above assumptions to be completed by Transmission Provider]

**APPENDIX 4 to LGIP  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_, ("Interconnection Customer,") and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System;

Transmission Provider has completed a Phase Two Cluster Study or Phase Two Cluster Re-Study and provided the results of said study to Interconnection Customer; and

Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Phase Two Cluster Study or Phase Two Cluster Re-Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8 of this LGIP to be performed in accordance with the Tariff.
- 3.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option, in accordance with Section 7.5.1 of the LGIP.
- 4.0 Interconnection Customer has submitted to Transmission Provider technical data in accordance with Section 7.5.2 of the LGIP.
- 5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 7.5.3 of the LGIP.

- 6.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in the data provided in Attachment A to this Agreement.
- 7.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Phase Two Cluster Study or Phase Two Cluster Re-Study.
- 8.0 Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study in accordance with Section 8.1 of the LGIP.
- 9.0 The Interconnection Facilities Study is estimated to take [insert project schedule/duration] following execution of this Interconnection Facilities Study Agreement. Transmission Provider reserves the right to modify the project schedule by providing written notice to Interconnection Customer of the schedule change. Transmission Provider shall use Reasonable Efforts to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the good faith estimated schedule provided herein in the Interconnection Facilities Study Agreement.
- 10.0 Miscellaneous. The Interconnection Facility Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A to Appendix 4  
Interconnection Facilities  
Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

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

One set of metering is required for each generation connection to the new ring bus or  
existing Transmission Provider station. Number of generation connections:

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

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

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

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

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

---

What protocol does the control system or PLC use?

---

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

Physical dimensions of the proposed interconnection station:

---





**Appendix 5 to the Standard Large  
Generator Interconnection Procedures**

**STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT (LGIA)**

**[Reserved]**

**APPENDIX 6 to LGIP**  
**SURPLUS INTERCONNECTION SERVICE SYSTEM IMPACT STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_, ("Surplus Interconnection Customer,") and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider "). Surplus Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

Surplus Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Surplus Interconnection Request submitted by Surplus Interconnection Customer on [Date], and entered into the Interconnection Queue as Request No. G0xxx; and

Surplus Interconnection Customer desires to interconnect the Large Generating Facility with an existing Generating Facility to use the Surplus Interconnection Service available from Large Generating Interconnection Agreement No. \_\_\_\_\_; and

Transmission Provider has decided to perform a Surplus Interconnection System Impact Study to assess the impact of interconnecting the Large Generating Facility to the Transmission System;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's Large Generator Interconnection Procedures (LGIP).
- 2.0 Transmission Provider shall perform a Surplus Interconnection System Impact Study consistent with Section 3.3.10 of the LGIP.
- 3.0 The scope of the Surplus Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Surplus Interconnection System Impact Study will be based upon the results of the technical information provided by Surplus Interconnection Customer in the Surplus Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Surplus Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Surplus Interconnection Customer System Impact Study.

- 5.0 The Surplus Interconnection System Impact Study report shall provide the following information:
  - 5.1 identification of any equipment short circuit capability limits exceeded as a result of the interconnection;
  - 5.2 identification of any applicable thermal or voltage capability limits exceeded as a result from the interconnection;
  - 5.3 identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
  - 5.4 description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
- 6.0 Surplus Interconnection Customer shall execute this Agreement and return it to Transmission Provider within thirty (30) Calendar Days after receipt; Surplus Interconnection Customer shall include a \$50,000 deposit for the performance of the Surplus Interconnection System Impact Study in accordance with Section 3.3.10 of the LGIP. Transmission Provider's good faith estimate for the time of completion of the Surplus Interconnection System Impact Study is (90) Calendar Days after Transmission Provider receives this executed Agreement from Surplus Interconnection Customer.
- 7.0 Miscellaneous. The Surplus Interconnection Service System Impact Study Agreement shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, governing law, amendment, waiver, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(SURPLUS INTERCONNECTION CUSTOMER NAME) UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
(Print/Type)

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

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

**Attachment A to Appendix 6  
Surplus Interconnection  
Service System Impact  
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE SURPLUS INTERCONNECTION  
SERVICE SYSTEM IMPACT STUDY**

The Surplus Interconnection System Impact Study will be based upon the results of the Scoping Meeting held between Transmission Provider and Surplus Interconnection Customer on [Date], subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumption:

Designation of Point of Interconnection and configuration to be studied:

**APPENDIX 7 to LGIP**  
**SURPLUS INTERCONNECTION SERVICE FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_  
 \_\_\_\_\_, ("Surplus Interconnection Customer,") and  
 the U.S. Department of Energy, acting by and through the Bonneville Power  
 Administration, ("Transmission Provider "). Surplus Interconnection Customer and  
 Transmission Provider each may be referred to as a "Party," or collectively as the  
 "Parties."

**RECITALS**

Surplus Interconnection Customer is proposing to develop a Large Generating  
 Facility or generating capacity addition to an existing Generating Facility consistent with  
 the Surplus Interconnection Request submitted by Surplus Interconnection Customer on  
 [Date], and entered into the Interconnection Queue as Request No. G0xxx; and

Surplus Interconnection Customer desires to interconnect the Large Generating  
 Facility with an existing Generating Facility to use the Surplus Interconnection Service  
 available; and

*[Drafter's Note: Option 1 (If Surplus Interconnection System Impact Study was  
 conducted)]* Transmission Provider has completed a Surplus Interconnection System  
 Impact Study (Surplus System Impact Study) and provided the results of said study to  
 Surplus Interconnection Customer; and

*[Drafter's Note: Option 2 (If Surplus System Impact Study was skipped)]*  
 Transmission Provider has determined that an existing System Impact Study is sufficient to  
 evaluate the request for Surplus Interconnection Service; and

*[Drafter's Note: Option 1 (If Surplus System Impact Study was conducted)]*  
 Transmission Provider has decided to perform a Surplus Interconnection Service Facilities  
 Study (Surplus Facilities Study) to specify and estimate the cost of the equipment,  
 engineering, procurement and construction work needed to implement the conclusions of  
 the Surplus Interconnection System Impact Study in accordance with Good Utility Practice  
 to physically and electrically connect the Large Generating Facility to the Transmission  
 System; and

*[Drafter's Note: Option 2 (If Surplus System Impact Study was skipped)]*  
 Transmission Provider has decided to perform a Surplus Facilities Study to specify and  
 estimate the cost of the equipment, engineering, procurement and construction work  
 needed to implement the conclusions of the Surplus System Impact Study in accordance  
 with Good Utility Practice to physically and electrically connect the Large Generating  
 Facility to the Transmission System;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's Large Generator Interconnection Procedures (LGIP).
- 2.0 Transmission Provider shall perform the Surplus Facilities Study consistent with Section 3.3.11 of the LGIP.
- 3.0 Interconnection Customer shall complete Attachment A to this Agreement. The scope of the Surplus Facilities Study is subject to the assumptions and the data provided in Attachment A.
- 4.0 *[Drafter's Note: Option 1 (If Surplus System Impact Study was conducted)]*  
The Surplus Facilities Study report must provide a description, estimated cost and a schedule for required facilities to interconnect the Large Generating Facility to the Transmission System. The report must also address the short circuit, instability, and power flow issues identified in the Surplus Interconnection Service System Impact Study.
- 5.0 *[Drafter's Note: Option 2 (If Surplus System Impact Study was skipped)]*  
Surplus Interconnection Customer shall execute this Agreement and return it to Transmission Provider within thirty (30) Calendar Days after receipt; Surplus Interconnection Customer shall include a \$50,000 deposit for the performance of the Surplus Facilities Study in accordance with Section 3.3.11 of the LGIP. Transmission Provider's good faith estimate for completion of the Surplus Facilities Study is specified in this Agreement.
- 6.0 Transmission Provider shall use Reasonable Efforts to complete the Surplus Facilities Study and issue a draft Surplus Interconnection Facilities Study report to Surplus Interconnection Customer within one hundred eighty (180) Calendar Days after receipt of an executed copy of this Surplus Interconnection Facilities Study Agreement.
- 7.0 Miscellaneous. The Surplus Interconnection Service Facilities Study shall include standard miscellaneous terms including, but not limited to, representations, disclaimers, governing law, amendment, waiver, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(SURPLUS INTERCONNECTION CUSTOMER NAME) UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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



**Attachment A to Appendix 7  
Surplus Interconnection  
Service Facilities Study  
Agreement**

**DATA FORM TO BE PROVIDED BY SURPLUS INTERCONNECTION CUSTOMER  
WITH THE SURPLUS INTERCONNECTION SERVICE  
FACILITIES STUDY AGREEMENT**

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

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections: \_\_\_\_\_

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

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

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes                      No

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

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

\_\_\_\_\_

What protocol does the control system or PLC use?

\_\_\_\_\_

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

Physical dimensions of the proposed surplus interconnection station:

\_\_\_\_\_



**APPENDIX 8**  
**INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT**

Appendix G sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

**A. Special Procedures Applicable to Wind Generators**

The wind plant Interconnection Customer, in completing the Interconnection Request required by Section 3.4 of this LGIP, may provide to Transmission Provider a set of preliminary electrical design specifications depicting the wind plant as a single equivalent generator. Upon satisfying these and other applicable Interconnection Request conditions, the wind plant may enter the queue and receive the base case data as provided for in this LGIP.

No later than six months after submitting an Interconnection Request completed in this manner, the wind plant Interconnection Customer must submit completed detailed electrical design specifications and other data (including collector system layout data) needed to allow Transmission Provider to complete the Phase Two Cluster Study.

**ATTACHMENT R**

**Large Generator Interconnection Transition Process**

**including**

**Large Generator Interconnection Agreement for  
Non-Clustered Transition Requests (LGIA)**

## Large Generator Interconnection Transition Process

### TABLE OF CONTENTS

Section 1.	Scope and Application of Attachment R.....	110
1.1	Scope of Transition Process .....	110
1.2	Relationship to LGIP .....	110
1.3	Defined Terms.....	110
1.4	Transition Process Eligibility .....	111
1.4.1	Late-Stage Projects Eligibility Requirements .....	111
1.4.2	Fast Track Eligibility Requirements .....	113
1.4.3	Transition Cluster Eligibility Requirements .....	113
Section 2.	Processing of Transition Requests .....	114
2.1	Site Control and Commercial Readiness Requirements .....	114
2.1.1	Site Control .....	114
2.1.2	Commercial Readiness.....	114
2.1.3	Acknowledgement of Transition Requests .....	116
2.1.4	Ineligible Requests .....	116
2.1.5	Existing Interconnection Study Agreements .....	116
Section 3.	Transition Cluster Study Process .....	117
3.1	Customer Engagement Window and Phase One Cluster Study Agreement .....	117
3.2	Phase One Cluster Study .....	117
3.2.1	Commercial Readiness.....	117
3.3	Phase Two Cluster Study .....	119
3.3.1	Commercial Readiness.....	119
Section 4.	Procedures that Apply to Late-Stage Projects.....	121
4.1	Late-Stage Project Queue Position.....	121
4.2	Late-Stage Interconnection Facilities Studies .....	121
4.3	Late-Stage Interconnection Facilities Studies Deposit .....	121
4.4	Scope of Late-Stage Interconnection Facilities Study .....	122
4.5	Late-Stage Interconnection Facilities Study Procedures And Provisions Applicable to Late-Stage Projects.....	122
4.6	Modifications .....	122
4.7	Obligation for Study Costs and Refunds.....	123
Section 5.	Interconnection Facilities Studies for Transition Cluster Study Requests.....	124

Appendix 1: Interconnection Request for a Large Generating Facility (Transition Request)

Appendix 2: Late-Stage Interconnection Facilities Study Agreement

Appendix 3: Phase One Cluster Study Agreement

Appendix 4: Phase Two Cluster Study Agreement

Appendix 5: Interconnection Facilities Study Agreement

Appendix 6: Standard Large Generator Interconnection Agreement for Non-Clustered Transition Requests (LGIA)

## **Section 1. Scope and Application of Attachment R**

### **1.1 Scope of Transition Process**

All Transition Projects will be processed under this Attachment R. This Attachment R shall not apply to (a) any Interconnection Requests that have completed all interconnection studies (Feasibility Study (if applicable), System Impact Study, and Interconnection Facilities Study) by June 30, 2024; or (b) any Interconnection Requests for which Interconnection Customer has executed an Standard Large Generator Interconnection Agreement (LGIA) under the LGIP by June 30, 2024. Interconnection Requests that are out of scope for the Transition Process under (a) and (b) of this section are not eligible for Scalable Plan Blocks and cost sharing of Network Upgrades.

After the Transition Close Date, Transmission Provider shall only accept new Interconnection Requests within a Cluster Request Window specified in Section 4 of the LGIP. Consistent with Section 4 of the LGIP, new Interconnection Requests submitted outside of the Cluster Request Window are not valid and will not receive consideration.

### **1.2 Relationship to LGIP**

Except as otherwise provided in, or modified by, this Attachment R, Sections 3-15 of the LGIP as outlined in Attachment L of the Tariff shall apply to Transition Requests. Any references made to the LGIA in this Attachment R are to the LGIA in Appendix 6 of this Attachment R unless otherwise indicated. For purposes of the LGIA in Appendix 6, references to the “LGIP” in the LGIA are to the LGIP included in Transmission Provider’s Tariff prior to June 30, 2024. To the extent there are any conflicts or inconsistencies between this Attachment R and the LGIA, Attachment R controls.

### **1.3 Defined Terms**

Unless otherwise indicated in this Attachment R, capitalized terms used in this Attachment R shall have the meanings set forth in the LGIP.

**Interconnection System Impact Study** shall mean an engineering study performed before the effective date of this Attachment R 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.

**Late-Stage Interconnection Facilities Study** shall mean a study conducted by Transmission Provider or a third party consultant for 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 Transmission Provider's Transmission System. The scope of the study is defined in Section 4.4 of this Attachment R.

**Late-Stage Project** shall mean a Transition Project that, (1) as of June 30, 2024, is at or beyond the point in the interconnection process when the Transition Project has an issued System Impact Study Report; or (2) meets the criteria for fast track eligibility according to Section 1.4.2 of this Attachment R.

**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 Transmission Provider's Tariff

**Transition Close Date** shall be *[Placeholder for Date, which shall be fifteen (15) Calendar Days after the publication date of the Federal Register Notice for the TC-25 Tariff Proceeding; if the date lands on a Saturday, Sunday or Federal Holiday, the date will be the next Business Day]*.

**Transition Cluster Study** shall mean the procedures set forth in this Attachment R by which Transmission Provider will evaluate Transition Projects in a Transition Cluster Study or Transition Cluster Re-Study.

**Transition Cluster Re-Study** shall mean a re-study of a Transition Cluster Study conducted pursuant to Sections 3.4 and 3.7 of this Attachment R.

**Transition Process** shall mean Transmission Provider's method to study Interconnection Requests that are received by the Transition Close Date and have met all of the applicable requirements in Attachment R by the close of the Transition Request Window.

**Transition Projects** shall mean any Interconnection Customer that has submitted a complete Interconnection Request from a Large Generating Facility subject to study under the LGIP, received by Transmission Provider by the Transition Close Date. Transition Projects shall not include any Interconnection Request(s) for which Interconnection Customer has executed an LGIA under the LGIP prior to June 30, 2024.

**Transition Request** shall mean the written request in the form of Appendix 1 of this Attachment R submitted by an Interconnection Customer for a Transition Project pursuant to Sections 1.4.1, 1.4.2, or 2.1 to opt into the Transition Process.

**Transition Request Window** shall mean the period in which Transmission Provider will accept Transition Requests. The Transition Request Window shall open on June 30, 2024 and close ninety (90) Calendar Days after the open of the Transition Request Window.

## **1.4 Transition Process Eligibility**

### **1.4.1 Late-Stage Projects Eligibility Requirements**

If an Interconnection Customer meets the requirements to be a Late-Stage Project, Interconnection Customer may either:



- (a) elect to continue through the remaining Interconnection Facilities Study and interconnection agreement execution phases of this Attachment R by submitting a Transition Request to Transmission Provider in the form of Appendix 1 of this Attachment R for Large Generating Facility Interconnection Requests. Late-Stage Projects that meet the requirements in this Section of Attachment R shall not be subject to Sections 4-7 of the LGIP; or
- (b) opt into the Transition Cluster Study process performed under Section 3 of this Attachment R by submitting a Transition Request to Transmission Provider in the form of Appendix 1 of this Attachment R for Large Generating Facility Interconnection Requests.

Interconnection Customer for a Late-Stage Project that elects to continue through the remaining Interconnection Facilities Study and interconnection agreement execution phases of Attachment R (i.e., elect not to join the Transition Cluster Study) pursuant to Section 1.4.1(a), must provide to Transmission Provider no later than the close of the Transition Request Window: (1) a demonstration of Site Control pursuant to Section 2.1.1 of this Attachment R, (2) a demonstration of a Commercial Readiness Milestone Option pursuant to 2.1.2 of this Attachment R, and (3) submit a Transition Request to Transmission Provider in the form of Appendix 1 of this Attachment R indicating its decision to continue through the remaining Interconnection Facilities Study and interconnection agreement execution phases of this Attachment R. These demonstrations with the accompanying Transition Request for a Late-Stage Project must be made by the close of the Transition Request Window. Late-Stage Projects that continue through the remaining Interconnection Facilities Study and interconnection agreement execution phases of Attachment R shall maintain the queue position pursuant to 5.1 of this Attachment R of Interconnection Customer's original request.

Interconnection Customer with a Late-Stage Project that opts into the Transition Cluster Study process pursuant to Section 1.4.1(b) must submit a Transition Request to Transmission Provider by the close of the Transition Request Window described in this Attachment R. Transition Requests must meet the requirements in Section 2. Interconnection Customer with a Late-Stage Project that submits a Transition Request electing to opt into the Transition Cluster Study process shall forfeit any previous interconnection study results. Transmission Provider will terminate any existing interconnection study agreements, or previously tendered but unexecuted LGIA under the LGIP prior to June 30, 2024 and the request will be processed under Transition Cluster Study.

#### **1.4.2 Fast Track Eligibility Requirements**

If an Interconnection Customer meets all of the following requirements, Interconnection Customer may request Transmission Provider to evaluate the Transition Request for eligibility as a Late-Stage Project by submitting no later than the Transition Request Window: (1) a Transition Request to Transmission Provider in the form of Appendix 1 of this Attachment R for Large Generating Facility Interconnection Requests, (2) a demonstration of Site Control pursuant to Section 2.1.1 of this Attachment R, and (3) a demonstration of a Commercial Readiness Milestone Option pursuant to 2.1.2 of this Attachment R, for Late-Stage Projects. If an Interconnection Customer applying for Fast Track Eligibility wants to be considered for the Transition Cluster Study, in the case where Transmission Provider determines the Interconnection Request is not eligible, Interconnection Customer must make this election in the Transition Request submitted to Transmission Provider in the form of Appendix 1 of this Attachment R.

- (a) Interconnection Customer's Interconnection Request either (1) does not need any Network Upgrades, or (2) the scope of Network Upgrades is limited to upgrades at the point of interconnection and generally on the scale of a bay addition required, or less. Anticipated costs for these types of upgrades would be \$5M or less, but eligibility will be determined upon Transmission Provider's sole discretion and based primarily on simplicity of the required scope of work;
- (b) During the Transition Request Window, Interconnection Customer has submitted their completed study results identifying plans of service that are consistent with the requirements above for evaluation and decision by Transmission Provider;
- (c) Interconnection Customer's Interconnection Request has no impact on an Affected System;
- (d) Interconnection Customer has received an interconnection study and report and has no pending re-study or report revisions needed for the Interconnection Request;
- (e) The Interconnection Request has no impact to other Interconnection Requests in the queue; and
- (f) The Interconnection Request does not require contingent or shared Network Upgrades.

#### **1.4.3 Transition Cluster Eligibility Requirements**

If an Interconnection Customer meets the requirements to be a Transition Project, Interconnection Customer may request Transmission Provider to evaluate the Transition Request for inclusion in the Transition Cluster by

submitting no later than the close of the Transition Request Window: (1) a Transition Request to Transmission Provider in the form of Appendix 1 of this Attachment R for Large Generating Facility Interconnection Requests, (2) a demonstration of Site Control pursuant to Section 2.1.1 of this Attachment R, and (3) a demonstration of a Commercial Readiness Milestone Option pursuant to 2.1.2 of this Attachment R, for Transition Cluster Study Projects.

## **Section 2. Processing of Transition Requests**

### **2.1 Site Control and Commercial Readiness Requirements**

To be eligible for inclusion in the Transition Process, an Interconnection Customer with a Transition Project must submit a Transition Request in the form of Appendix 1 of this Attachment R for Large Generating Facilities no later than the close of the Transition Request Window and must satisfy the requirements of this Section 2.1 no later than the close of the Transition Request Window. A Transition Request will not be considered to be a valid request until all items in this Section 2.1 have been received by Transmission Provider. If an Interconnection Request fails to adhere to the requirements set forth in this Section 2.1, the Interconnection Request shall be deemed withdrawn in accordance with Section 3.7 of the LGIP.

#### **2.1.1 Site Control**

Interconnection Customers with Transition Requests for Large Generating Facilities shall demonstrate exclusive Site Control for the Generating Facility in a form reasonably acceptable to Transmission Provider, in accordance with Section 3.4.1 of the LGIP.

#### **2.1.2 Commercial Readiness**

During the Transition Request Window, each Interconnection Customer with Transition Requests must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to Transmission Provider no later than the close of the Transition Request Window.

- (a) Executed term sheet (or comparable evidence) related to a contract for sale, where the term of the sale is not less than five (5) years, for (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity, or (iii) the Generating Facility's Ancillary Services;
- (b) Documentation from a Load-Serving Entity, commercial, industrial, large end-use customer, competitive retail supplier, power marketer, or other wholesale buyer of active negotiations (or the equivalent, e.g. for an ongoing relationship) for purchase of the output of Interconnection Customer's Large Generating Facility. Interconnection Customer shall provide documentation that they

continue to meet Commercial Readiness by providing evidence of another Commercial Readiness Milestone (e.g., executed term sheet under Section 2.1.2 (a) of this Attachment R) to Transmission Provider by: (1) for Late-Stage Projects, one hundred twenty (120) days after Interconnection Customer has been issued an Interconnection Facilities Study Report or (2) for Transition Projects in the Transition Cluster Study, during the Phase Two Customer Review Period;

- (c) Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, other wholesale buyer, or a commercial, industrial, or large end-use customer for:
  - (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;
- (d) Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable);
- (e) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;
- (f) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,
- (g) In lieu of submitting evidence of a Commercial Readiness Milestone as specified above in Section 2.1.2 (a)-(f) of this Attachment R, Interconnection Customer shall provide a Commercial Readiness Deposit, made in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer as specified below in Section 2.1.2(g)(i)-

(ii) of this Attachment R. Transmission Provider will refund the Commercial Readiness Deposit to Interconnection Customer according to Sections 13.3.2 and 13.3.3 of the LGIP.

- i. For Late-Stage Projects, prior to the close of the Transition Request Window, a Commercial Readiness Deposit equal to one hundred percent (100%) of an Interconnection Customer's allocated interconnection facility and Network Upgrade costs identified in the System Impact Study report.
- ii. For Transition Project entering the Transition Cluster Study, prior to the close of the Transition Request Window, a Commercial Readiness Deposit equal to \$6,000 per MW of total requested Interconnection Service amount.

(h) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Section 2.1.2(a)-(f) of this Attachment R does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 2.1.2(g) of this Attachment R that is reduced by a percentage based on the amount already demonstrated.

### **2.1.3 Acknowledgement of Transition Requests**

Transmission Provider shall acknowledge receipt of the Transition Request within five (5) Business Days of receipt of the request and attach a copy of the received Transition Request to the acknowledgement. Transmission Provider may opt to validate a request before the close of the Transition Request Window.

### **2.1.4 Ineligible Requests**

If Interconnection Customer fails to meet the requirements under Section 1 and Section 2 of this Attachment R, Transmission Provider shall notify Interconnection Customer within twenty (20) Business Days of receipt of the Transition Request of the reasons for such failure and that the Transition Request does not constitute a valid request and Interconnection Customer's original Interconnection Request would be deemed withdrawn in accordance with Section 3.7 of the LGIP; and any existing Interconnection Agreements (e.g., System Impact Study, Interconnection Facilities Study) would be terminated in accordance with Section 13 of the LGIP.

### **2.1.5 Existing Interconnection Study Agreements**

Notwithstanding Section 1.4.1 of this Attachment R, Interconnection Customer with a Transition Request that has satisfied the requirements to continue into the Transition Cluster Study process pursuant to

Section 2.1 of this Attachment R will be issued new Cluster Study agreements pursuant to Section 3.1 of this Attachment R. Transmission Provider will terminate any existing interconnection study agreements.

### **Section 3. Transition Cluster Study Process**

#### **3.1 Customer Engagement Window and Phase One Cluster Study Agreement**

Thirty-five (35) Business Days after the close of the Transition Request Window, Transmission Provider will open a forty-five (45) Calendar Day Customer Engagement Window in accordance with Section 6.2 of the LGIP.

All Interconnection Customers with Transition Requests that meet the requirements of Section 2 of this Attachment R and that have executed a Phase One Cluster Study Agreement, in the form of Appendix 3 of this Attachment R, and submitted a Phase One Cluster Study deposit by the end of the Customer Engagement Window shall be included in that Transition Cluster Study. If Interconnection Customer with a Transition Project fails to meet these requirements by the end of the Customer Engagement Window, Interconnection Customer will be deemed withdrawn and subject to Section 3.7 of the LGIP.

#### **3.2 Phase One Cluster Study**

Transmission Provider shall conduct a Phase One Cluster Study in accordance with Section 6 of the LGIP, except that Section 6.6.1 of the LGIP shall not apply. Commercial Readiness Milestone Options applicable to the Phase One Cluster Study conducted pursuant to this Attachment R are set forth below in Section 3.2.1.

##### **3.2.1 Commercial Readiness**

An Interconnection Customer with a Transition Request in the Transition Cluster wishing to proceed to a Phase Two Cluster Study must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to Transmission Provider no later than the completion of the Customer Review Period following the Phase One Cluster Study.

- (a) Executed term sheet (or comparable evidence) related to a contract for sale, where the term of the sale is not less than five (5) years, for
  - (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity, or (iii) the Generating Facility's Ancillary Services;
- (b) Documentation from a Load-Serving Entity, commercial, industrial, large end-use customer, competitive retail supplier, power marketer, or other wholesale buyer of active negotiations (or the equivalent, e.g. for an ongoing relationship) for purchase of the output of Interconnection Customer's Large Generating Facility. During the Phase Two Customer Review Period, Interconnection Customer shall

provide documentation that they continue to meet commercial readiness by providing evidence of another Commercial Readiness Milestone (e.g., executed term sheet under Section 3.2.1 (a) of this Attachment R) for Transition Requests in the Transition Cluster Study;

- (c) Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, other wholesale buyer, or a commercial, industrial, or large end-use customer for: (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;
- (d) Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable);
- (e) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position;
- (f) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,
- (g) In lieu of submitting evidence of a Commercial Readiness Milestone as specified above in Section 3.2.1 (a)-(f) of this Attachment R, a Commercial Readiness Deposit equal to ten percent (10%) of the Network Upgrade costs allocated to Interconnection Customer in the Phase One Cluster Study report less any amounts already paid as a Commercial Readiness Deposit during the Transition Request Window under Section 2.1.2(g)(ii) of this Attachment R. Interconnection Customer shall provide the Commercial Readiness Deposit in the form of a cash deposit, irrevocable letter of credit, or

deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit to Interconnection Customer according to Sections 13.3.2 and 13.3.3 of the LGIP.

- (h) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Section 3.2.1(a)-(f) of this Attachment R does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 3.2.1(g) that is reduced by a percentage based on the amount already demonstrated.

### **3.3 Phase Two Cluster Study**

At the completion of the final Phase One Cluster Study Customer Review Period following the Phase One Cluster Study process, Interconnection Customers that timely submitted a valid Phase Two Cluster Study Agreement, in the form of Appendix 4 of this Attachment R, Phase Two Cluster Study deposit, and validated detailed modeling data shall proceed to the Phase Two Cluster Study.

Transmission Provider shall conduct a Phase Two Cluster Study in accordance with Section 7 of the LGIP, except that Section 7.5.1 shall not apply. Commercial Readiness Milestone Options applicable to the Phase Two Customer Review Period pursuant to this Attachment R are set forth below in Section 3.3.1.

#### **3.3.1 Commercial Readiness**

An Interconnection Customer with a Transition Request in the Transition Cluster wishing to proceed to an Interconnection Facilities Study must submit one of the following Commercial Readiness Milestone Options totaling the requested Interconnection Service amount, where applicable, to Transmission Provider no later than the completion of the Customer Review Period following the Phase Two Cluster Study.

- (a) Executed term sheet (or comparable evidence) related to a contract for sale, where the term of the sale is not less than five (5) years, for (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity, or (iii) the Generating Facility's Ancillary Services; where the term of sale is not less than five (5) years;
- (b) Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, other wholesale buyer, or a commercial, industrial, or large end-use customer for: (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the



Generating Facility is an electric storage resource where the term of sale is not less than five (5) years;

- (c) Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable);
- (d) Site specific purchase order for Generating and/or Interconnection Facilities equipment specific to the Queue Position
- (e) Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider in its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection, such as: a confirmed Long-Term firm transmission service reservation, confirmed Long-Term conditional firm transmission service reservation with roll over rights, designation of a Network Resource (DNR), a long-term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized; or,
- (f) In lieu of submitting evidence of a Commercial Readiness Milestone as specified above in Section 3.3.1 (a)-(e) of this Attachment R, a Commercial Readiness Deposit equal to twenty percent (20%) of the Network Upgrade costs allocated to Interconnection Customer in the Phase Two Cluster Study Report less any amounts already paid as a Commercial Readiness Deposit during the Phase One Cluster Study Review Period under Section 3.2.1(g) of this Attachment R. Interconnection Customer shall provide the Commercial Readiness Deposit in the form of a cash deposit, irrevocable letter of credit, or deposit into an escrow account that is established by Interconnection Customer. Transmission Provider will refund the Commercial Readiness Deposit to Interconnection Customer according to Sections 13.3.2 and 13.3.3 of the LGIP.
- (g) If Interconnection Customer's Commercial Readiness Milestone demonstration as specified in Section 3.3.1(a)-(e) does not meet the total requested Interconnection Service amount where applicable, Interconnection Customer shall supplement their Commercial Readiness Milestone with a Commercial Readiness Deposit in Section 3.3.1(f) that is reduced by a percentage based on the amount already demonstrated.

**Section 4. Procedures that Apply to Late-Stage Projects****4.1 Late-Stage Project Queue Position**

Interconnection Customer shall retain the queue position based upon the date and time of receipt of the original Interconnection Request for the Late-Stage Project. Moving a Point of Interconnection shall result in a new queue position if it is deemed a Material Modification under Section 4.6 of this Attachment R. The queue position of each Interconnection Request for the Late-Stage Project 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 for the Late-Stage Project. A higher queued Interconnection Request for the Late-Stage Project is one that has been placed “earlier” in the queue in relation to another Interconnection Request that is lower queued. 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 for the Late-Stage Project and the Point of Interconnection does not change.

**4.2 Late-Stage Interconnection Facilities Studies**

Within fifteen (15) Business Days of the close of the Transition Request Window for valid Late-Stage Projects that elect to continue through the remaining Late-Stage Interconnection Facilities Study and interconnection agreement execution phases, (i.e., elect not to join the Transition Cluster Study), Transmission Provider shall provide to Interconnection Customer a new or an amended Late-Stage Interconnection Facilities Study Agreement in the form of Appendix 2 to this Attachment R. The Late-Stage Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Late-Stage Interconnection Facilities Study. Interconnection Customer shall execute the Late-Stage Interconnection Facilities Study Agreement and deliver the executed Late-Stage Interconnection Facilities Study Agreement to Transmission Provider within thirty (30) Calendar Days after its receipt, together with the required technical data and the deposit.

Transmission Provider shall notify Interconnection Customer of any deficiency in Interconnection Customer’s executed amended Late-Stage Interconnection Facilities Study Agreement or submission of required technical data.

Notwithstanding Section 3.7 in the LGIP, Interconnection Customer shall cure any such deficiency no later than five (5) Business Days after notification from Transmission Provider or will be withdrawn from the queue.

**4.3 Late-Stage Interconnection Facilities Studies Deposit**

The Late-Stage Interconnection Facilities Study deposit amount will be a good faith estimate of Late-Stage Project Interconnection Request’s allocated share of the cost for Transmission Provider to perform the preliminary engineering necessary to complete the Late-Stage Interconnection Facilities Study report for

the network plan of service identified in the Interconnection System Impact Study for the Late-Stage Project.

#### **4.4 Scope of Late-Stage Interconnection Facilities Study**

The Late-Stage Interconnection Facilities Study shall be specific to each Interconnection Request for the Late-Stage Project and performed on an individual, i.e. non-clustered, basis. The Late-Stage Interconnection Facilities Study shall specify and provide a non-binding estimate of the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study for the Late-Stage Project in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facilities to the Transmission System. The Late-Stage 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'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. The Late-Stage Interconnection Facilities Study will also identify any potential control equipment for requests for Interconnection Service for the Late-Stage Project that are lower than the Generating Facility Capacity.

#### **4.5 Late-Stage Interconnection Facilities Study Procedures And Provisions Applicable to Late-Stage Projects**

Transmission Provider shall perform the Late-Stage Interconnection Facility Study in accordance with Sections 8.3–8.5 of the LGIP. Interconnection Customer and Transmission Provider shall also follow the procedures in Sections 11-13 of the LGIP governing Engineering and Procurement Agreements, Large Generator Interconnection Agreements, Construction, and other miscellaneous terms.

#### **4.6 Modifications**

Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request for the Late-Stage Project. Interconnection Customer shall retain its queue position if the modifications are in accordance with Section 4.6.3 or are determined not to be Material Modifications pursuant to Section 4.6.1. Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider 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 for the Late-Stage Project. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider 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 Section 8.5 of the LGIP as applicable and Interconnection Customer shall retain its queue position.

- 4.6.1** Prior to making any modification other than those specifically permitted by Section 4.6.3, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform 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. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.
- 4.6.2** Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.6, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider 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.
- 4.6.3** 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.

#### **4.7 Obligation for Study Costs and Refunds**

- 4.7.1** Transmission Provider shall charge and 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 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.
- 4.7.2** In the event of Interconnection Customer's withdrawal pursuant to Section 3.7 of the LGIP, Transmission Provider shall refund to Interconnection Customer the refundable portion of the study deposit paid pursuant to Section 4.3. Such refundable portion for study deposits made under Section 4.3 shall be any amount that exceeds Interconnection Customer's share of the costs that Transmission Provider has incurred, including interest, calculated from the date the study deposit is received until the date a refund is made, at a rate equivalent to what Transmission Provider would earn on interest income as specified

for the most recent Bonneville Transmission rate case and documented in the Transmission Revenue Requirement Study Documentation, or its successor.

- 4.7.3** Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

**Section 5. Interconnection Facilities Studies for Transition Cluster Study Requests**

Transmission Provider will conduct a separate Interconnection Facilities Study for each Transition Project that joined the Transition Cluster Study in accordance with Section 8 of the LGIP, except that the Interconnection Facilities Study Agreement tendered by Transmission Provider shall be in the form of Appendix 5 of this Attachment R.

**APPENDIX 1 to LARGE GENERATOR  
INTERCONNECTION TRANSITION PROCESS  
INTERCONNECTION REQUEST FOR A LARGE GENERATING FACILITY  
(TRANSITION REQUEST)**

1. The undersigned Interconnection Customer submits this request to interconnect its Large Generating Facility with Transmission Provider's Transmission System pursuant to a Tariff.
  
2. Transition election request (check one)  
 Late-Stage Process  
 Fast track into Late-Stage Process (must provide eligibility requirement)  
 Transition Cluster Study Process
  
3. For customers electing either Late-Stage Process or Fast Track if Transmission Provider determines that the request is ineligible for either the Late-Stage Process or the Fast Track into Late-Stage Process, would you like to be placed into the Transition Cluster?  
 YES  
 NO
  
4. Original queue number of the requested Large Generating Facility or Project: \_\_
  
5. Interconnection Customer provides the following information:
  - a. Address and latitude/longitude of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and latitude/longitude of the existing Generating Facility;  
  
\_\_\_\_\_
  
  - b. For Interconnection Requests electing the Transition Cluster Study enter a single requested Point of Interconnection;  
  
\_\_\_\_\_

- c. If electing a Transition Cluster Study, a steady state model of the Large Generating Facility including equivalent plant-level model, equivalent collector system if applicable, step-up transformers, and generation tie line in either PowerWorld or GE PSLF format;
  - d. If electing a transition cluster study a dynamic model of the Large Generating Facility in GE PSLF format.
6. Evidence of exclusive Site Control as specified in the LGIP is attached to this Interconnection Request.
  7. Acreage of Site Control demonstrations:\_\_\_\_\_
  8. Attached evidence of Commercial Readiness Milestone Option as specified in Section 2.1.2 of this Attachment R (check one):

\_\_\_\_\_ Executed term sheet (or comparable evidence) related to a for sale, where the term of the sale is not less than five (5) years, for (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity, or (iii) the Generating Facility's Ancillary Services.

\_\_\_\_\_ Documentation from a Load-Serving Entity, commercial, industrial, large end-use customer, competitive retail supplier, power marketer, or other wholesale buyer of active negotiations (or the equivalent, e.g., for an ongoing relationship) for purchase of the output of Interconnection Customer's Large Generating Facility. During the Phase Two Customer Review Period, Interconnection Customer shall provide documentation that they continue to meet commercial readiness by providing evidence of another Commercial Readiness Milestone (e.g., executed term sheet).

\_\_\_\_\_ Executed contract binding upon the parties for sale to a Load-Serving Entity, competitive retail supplier, power marketer, or other wholesale buyer, or to a commercial, industrial, or other large end-use customer for: (i) the constructed Generating Facility, (ii) the Generating Facility's energy or capacity where the term of sale is not less than five (5) years, or (iii) the Generating Facility's Ancillary Services if the Generating Facility is an electric storage resource where the term of sale is not less than five (5) years.

\_\_\_\_\_ Reasonable evidence that the Generating Facility has been selected by or for a Load-Serving Entity in a Resource Plan or is on the final shortlist for a Resource Solicitation Process by or for a Load-Serving Entity, if such a plan or final short list has been approved or is acknowledged by the applicable authority (including for an Investor-Owned Utility its state utility commission, as applicable).

\_\_\_\_\_ Site specific purchase order for Generating and/or Interconnection Facilities specific to the Queue Position.

\_\_\_\_\_ Documentation from Interconnection Customer of reasonable evidence of transmission service reservation (or comparable evidence) for the Generating Facility. Transmission Provider at its sole discretion may evaluate individual facts and circumstances of reasonable evidence of transmission service that originates from the Point of Interconnection such as: a confirmed Long-Term firm transmission service reservation, Long-Term conditional firm transmission service reservation with roll over rights, or designation of a Network Resource (DNR), a long term confirmed redirect, or a Long-Term firm transmission service offer that will be confirmed following a transmission expansion project that has been securitized.

\_\_\_\_\_ Commercial Readiness Deposit in lieu of a Commercial Readiness Milestone Option, pursuant to Section 2.1.2(g) of Attachment R (check one and include amount).

\_\_\_\_\_ **For Late-Stage Projects (including Fast Track)**

100% of Interconnection Customer’s allocated interconnection facility and Network Upgrade costs identified in the system impact study report = \$ \_\_\_\_\_

\_\_\_\_\_ **For Transition Cluster Study**

\$6,000 x \_\_\_ MW total Generating Facility Capacity or total requested Interconnection Service amount if lesser = \$ \_\_\_\_\_

9. Signed Interconnection Requests may be scanned and submitted as email attachments to [Interconnection@bpa.gov](mailto:Interconnection@bpa.gov). Include your Transmission Account Executive on email submittals. The time a requested is received to the email box will be the time stamp.



10. Representative of Interconnection Customer to contact:

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

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

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

Phone Number: \_\_\_\_\_

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

11. This Interconnection Request is submitted by:

Name of Interconnection Customer: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

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

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

**APPENDIX 2 to LARGE GENERATOR  
INTERCONNECTION TRANSITION PROCESS  
LATE-STAGE INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_, ("Interconnection Customer,") and the U.S. Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

Interconnection Customer is proposing to develop a Large Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer on \_\_\_\_\_, and entered into the Interconnection Queue as Request No. xxxx; and

Interconnection Customer desires to interconnect the Large Generating Facility with the Transmission System;

Transmission Provider has completed an Interconnection System Impact Study (the "System Impact Study") and provided the results of said study to Interconnection Customer as of June 30, 2024; and

Interconnection Customer has requested Transmission Provider to perform a Late-Stage Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Large Generating Facility to the Transmission System.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP and this Attachment R.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause a Late-Stage Interconnection Facilities Study consistent with Section 4 of this Attachment R to be performed in accordance with the Tariff.

- 3.0 Interconnection Customer has submitted to Transmission Provider a demonstration of Site Control in accordance with Section 2.1.1 of this Attachment R.
- 4.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option in accordance with Section 2.1.2 of this Attachment R.
- 5.0 The scope of the Late-Stage Interconnection Facilities Study shall be subject to the assumptions set forth in the data provided in Attachment A to this Agreement.
- 6.0 The Late-Stage Interconnection Facilities Study report (i) shall provide a description, non-binding estimated cost of equipment, engineering, procurement and construction work needed to complete the project, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
- 7.0 Interconnection Customer shall provide a deposit for the performance of the Late-Stage Interconnection Facilities Study in accordance with Section 4.3 of this Attachment R

Interconnection Customer shall pay the actual costs of the Late-Stage Interconnection Facilities Study in accordance with Section 4.7 of this Attachment R.

- 8.0 The Late-Stage Interconnection Facilities Study is estimated to take [insert project schedule/duration] following execution of this Late-Stage Interconnection Facilities Study Agreement. Transmission Provider reserves the right to modify the project schedule by providing written notice to Interconnection Customer of the schedule change. Transmission Provider shall use Reasonable Efforts to complete the Late-Stage Interconnection Facilities Study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the good faith estimated schedule provided herein in the Late-Stage Interconnection Facilities Study Agreement.
- 9.0 Miscellaneous. The Late-Stage Interconnection Facilities Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A to Appendix 2  
Late-Stage Interconnection  
Facilities Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE  
LATE-STAGE INTERCONNECTION FACILITIES STUDY AGREEMENT**

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

One set of metering is required for each generation connection to the new ring bus or  
existing Transmission Provider station. Number of generation connections:

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

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

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

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

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

---

What protocol does the control system or PLC use?

---

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

Physical dimensions of the proposed interconnection station:

---



**APPENDIX 3 to LARGE GENERATOR  
INTERCONNECTION TRANSITION PROCESS  
PHASE ONE CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_"(Interconnection Customer,") and the U.S.  
Department of Energy, acting by and through the Bonneville Power Administration,  
("Transmission Provider "). Interconnection Customer and Transmission Provider each  
may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility  
with the Transmission System; and

Interconnection Customer has requested Transmission Provider to perform a Phase  
One Cluster Study to assess the feasibility of interconnecting the proposed Large  
Generating Facility to the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified  
shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be  
performed a Phase One Cluster Study consistent with Section 6 of the LGIP,  
except Section 6.6.1 shall not apply.
- 3.0 The Phase One Cluster Study shall be based on the technical information  
provided by Interconnection Customer in the Interconnection Request,  
including the optional requested Point of Interconnection set forth in  
Attachment A to this agreement. Transmission Provider reserves the right to  
request additional technical information from Interconnection Customer as  
may reasonably become necessary consistent with Good Utility Practice during  
the course of the Phase One Cluster Study and as designated in accordance  
with Section 3.4.4. of the LGIP.

4.0 Interconnection Customer has submitted to Transmission Provider a Commercial Readiness Milestone Option in accordance with Section 2.1.2 of this Attachment R.

5.0 The Phase One Cluster Study Report shall provide the following information:

- Point of Interconnection as determined by Transmission Provider.
- preliminary identification of any equipment short circuit capability limits exceeded as a result of the interconnection;
- preliminary identification of any applicable thermal or voltage facility ratings exceeded as a result of the interconnection; and
- preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.

6.0 Interconnection Customer shall provide a deposit in accordance with Section 6.1.1 of the LGIP for the performance of the Phase One Cluster Study.

Upon receipt of the Phase One Cluster Study or Phase One Cluster Re-Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Phase One Cluster Study and Phase One Cluster Re-Study, as applicable.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7.0 Miscellaneous. The Phase One Cluster Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA under the LGIP.

### **Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.



(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A To Appendix 3  
Phase One Cluster Study  
Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE  
PHASE ONE CLUSTER STUDY**

The Phase One Cluster Study will be based upon the information set forth in the Interconnection Request.

Requested Point of Interconnection optionally provided in the Interconnection Request and configuration to be studied.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

**APPENDIX 4 to LARGE GENERATOR  
INTERCONNECTION TRANSITION PROCESS  
PHASE TWO CLUSTER STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_"(Interconnection Customer,") and the U.S.  
Department of Energy, acting by and through the Bonneville Power Administration,  
("Transmission Provider "). Interconnection Customer and Transmission Provider each  
may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility  
with the Transmission System;

Transmission Provider has completed a Phase One Cluster Study and provided the  
results of said study to Interconnection Customer; and

Interconnection Customer has requested Transmission Provider to perform a Phase  
Two Cluster Study to assess the impact of interconnecting the Large Generating Facility to  
the Transmission System, and of any Affected Systems;

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause to be performed a Phase Two Cluster Study consistent with Section 7 of the LGIP, except that Section 7.5.1 shall not apply.
- 3.0 Interconnection Customer has provided Transmission Provider a Commercial Readiness Milestone Option, in accordance with Section 3.2.1 of this Attachment R.
- 4.0 Interconnection Customer has submitted to Transmission Provider validated detailed models representing the Generating Facility, in accordance with Section 6.6.2 of the LGIP.

- 5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 6.6.3 of the LGIP.
- 6.0 The scope of the Phase Two Cluster Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 7.0 The Phase Two Cluster Study will be based upon the results of the Phase One Cluster Study Report and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the LGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Phase Two Cluster Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Phase Two Cluster Study may be extended.
- 8.0 The Phase Two Cluster Study Report shall provide the following information:
- identification of any equipment short circuit capability limits exceeded as a result of the interconnection;
  - identification of any thermal or voltage applicable facility ratings exceeded as a result of the interconnection;
  - identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and
  - description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
- 9.0 Interconnection Customer shall provide a deposit in accordance with Section 7.1.1 of the LGIP, for the performance of the Phase Two Cluster Study.

Upon receipt of the Phase Two Cluster Study or Phase Two Cluster Re-Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Phase Two Cluster Study and Phase Two Cluster Re-Study, as applicable.

Any difference between the deposit and the actual cost of the study shall be

paid by or refunded to Interconnection Customer, as appropriate.

- 10.0 Miscellaneous. The Phase Two Cluster Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA under the LGIP.

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME)	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
---------------------------------	---

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A To Appendix 4  
Phase Two Cluster Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE PHASE TWO  
CLUSTER STUDY**

The Phase Two Cluster Study will be based upon the results of the Phase One Cluster Study or Phase One Cluster Re-Study, as applicable, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

[Above assumptions to be completed by Transmission Provider]

**APPENDIX 5 to LARGE GENERATOR  
INTERCONNECTION TRANSITION PROCESS  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_  
\_\_\_\_\_"(Interconnection Customer,") and the U.S.  
Department of Energy, acting by and through the Bonneville Power Administration,  
("Transmission Provider "). Interconnection Customer and Transmission Provider each  
may be referred to as a "Party," or collectively as the "Parties."

**RECITALS**

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

Interconnection Customer desires to interconnect the Large Generating Facility  
with the Transmission System;

Transmission Provider has completed a Phase Two Cluster Study or Phase Two  
Cluster Re-Study and provided the results of said study to Interconnection Customer; and

Interconnection Customer has requested Transmission Provider to perform an  
Interconnection Facilities Study to specify and estimate the cost of the equipment,  
engineering, procurement and construction work needed to implement the conclusions of  
the Phase Two Cluster Study or Phase Two Cluster Re-Study in accordance with Good  
Utility Practice to physically and electrically connect the Large Generating Facility to the  
Transmission System.

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

- 1.0 When used in this Agreement, with initial capitalization, the terms specified  
shall have the meanings indicated in Transmission Provider's LGIP.
- 2.0 Interconnection Customer elects and Transmission Provider shall cause an  
Interconnection Facilities Study consistent with Section 8.0 of this LGIP to  
be performed in accordance with the Tariff.
- 3.0 Interconnection Customer has submitted to Transmission Provider a  
Commercial Readiness Milestone Option, in accordance with Section 3.3.1 of  
this Attachment R.
- 4.0 Interconnection Customer has submitted to Transmission Provider technical  
data in accordance with Section 7.5.2 of the LGIP.

- 5.0 Interconnection Customer has submitted to Transmission Provider a re-demonstration of Site Control in accordance with Section 7.5.3 of the LGIP.
- 6.0 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in the data provided in Attachment A to this Agreement.
- 7.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of, schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Phase Two Cluster Study or Phase Two Cluster Re-Study.
- 8.0 Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study in accordance with Section 8.1 of the LGIP.
- 9.0 The Interconnection Facilities Study is estimated to take [insert project schedule/duration] following execution of this Interconnection Facilities Study Agreement. Transmission Provider reserves the right to modify the project schedule by providing written notice to Interconnection Customer of the schedule change. Transmission Provider shall use Reasonable Efforts to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the good faith estimated schedule provided herein in the Interconnection Facilities Study Agreement.
- 10.0 Miscellaneous. The Interconnection Facilities Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA under the LGIP.

### **Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.



(INTERCONNECTION CUSTOMER NAME)

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

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

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

**Attachment A to Appendix 5  
Interconnection Facilities  
Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE  
INTERCONNECTION FACILITIES STUDY AGREEMENT**

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

One set of metering is required for each generation connection to the new ring bus or  
existing Transmission Provider station. Number of generation connections:

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

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

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

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

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

---

What protocol does the control system or PLC use?

---

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

Physical dimensions of the proposed interconnection station:

---



**Appendix 6 to the Large  
Generator Interconnection  
Transition Process**

**STANDARD LARGE GENERATOR  
INTERCONNECTION AGREEMENT FOR  
NON-CLUSTERED TRANSITION REQUESTS (LGIA)**

**TABLE OF CONTENTS**

Article 1.	Definitions.....	156
Article 2.	Effective Date, Term and Termination .....	165
2.1	Effective Date.....	165
2.2	Term of Agreement.....	165
2.3	Termination Procedures.....	165
2.3.1	Written Notice.....	165
2.3.2	Default.....	165
2.4	Termination Costs.....	165
2.5	Disconnection.....	166
2.6	Survival.....	166
Article 3.	Regulatory Filings.....	166
3.1	Filing.....	166
Article 4.	Scope of Service.....	167
4.1	Interconnection Product Options.....	167
4.1.1	Energy Resource Interconnection Service.....	167
4.1.1.1	The Product.....	167
4.1.1.2	Transmission Delivery Service Implications.....	167
4.1.2	Network Resource Interconnection Service.....	168
4.1.2.1	The Product.....	168
4.1.2.2	Transmission Delivery Service Implications.....	168
4.2	Provision of Service.....	169
4.3	Performance Standards.....	170
4.4	No Transmission Delivery Service.....	170
4.5	Interconnection Customer Provided Services.....	170
Article 5.	Interconnection Facilities Engineering, Procurement and Construction.....	170
5.1	Options.....	170
5.1.1	Standard Option.....	170
5.1.2	Alternate Option.....	171
5.1.3	Option to Build.....	171
5.1.4	Negotiated Option.....	171
5.2	General Conditions Applicable to Option to Build.....	172
5.2.7	(Intentionally Omitted);.....	172
5.3	Liquidated Damages.....	173
5.4	Power System Stabilizers.....	174
5.5	Equipment Procurement.....	174

5.6 Construction Commencement..... 174

5.7 Work Progress..... 175

5.8 Information Exchange..... 175

5.9 Other Interconnection Options..... 175

    5.9.1 Limited Operation..... 175

    5.9.2 Provisional Interconnection Service..... 175

5.10 Interconnection Customer's Interconnection Facilities (“ICIF”). ..... 176

    5.10.1 Interconnection Customer’s Interconnection Facility Specifications..... 176

    5.10.2 Transmission Provider's Review..... 176

    5.10.3 ICIF Construction..... 177

5.11 Transmission Provider's Interconnection Facilities Construction..... 177

5.12 Access Rights..... 177

5.13 Lands of Other Property Owners..... 178

5.14 Permits..... 178

5.15 Early Construction of Base Case Facilities..... 178

5.16 Suspension..... 178

5.17 (Intentionally Omitted)..... 179

5.18 Tax Status..... 179

5.19 Modification..... 179

    5.19.1 General..... 179

    5.19.2 Standards..... 180

    5.19.3 Modification Costs..... 180

Article 6. Testing and Inspection ..... 180

    6.1 Pre-Commercial Operation Date Testing and Modifications..... 180

    6.2 Post-Commercial Operation Date Testing and Modifications..... 180

    6.3 Right to Observe Testing..... 180

    6.4 Right to Inspect..... 180

Article 7. Metering..... 181

    7.1 General..... 181

    7.2 Check Meters..... 181

    7.3 Standards..... 181

    7.4 Testing of Metering Equipment..... 181

    7.5 Metering Data..... 182

Article 8. Communications ..... 182

8.1	Interconnection Customer Obligations. ....	182
8.2	Remote Terminal Unit.....	182
8.3	No Annexation. ....	183
8.4	Provision of Data from a Variable Energy Resource.....	183
Article 9.	Operations .....	184
9.1	General. ....	184
9.2	Control Area Notification. ....	184
9.3	Transmission Provider Obligations.....	184
9.4	Interconnection Customer Obligations. ....	184
9.5	Start-Up and Synchronization. ....	184
9.6	Reactive Power and Primary Frequency Response.....	185
9.6.1	Power Factor Design Criteria.....	185
9.6.2	Voltage Schedules.....	185
9.6.2.1	Governors and Regulators. ....	185
9.6.3	Payment for Reactive Power.....	186
9.6.4	Primary Frequency Response. ....	186
9.6.4.1	Governor or Equivalent Controls.....	187
9.6.4.2	Timely and Sustained Response. ....	187
9.6.4.3	Exemptions. ....	188
9.6.4.4	Electric Storage Resources. ....	188
9.7	Outages and Interruptions. ....	189
9.7.1	Outages. ....	189
9.7.1.1	Outage Authority and Coordination. ....	189
9.7.1.2	Outage Schedules.....	189
9.7.1.3	Outage Restoration. ....	190
9.7.2	Interruption of Service. ....	190
9.7.3	Under-Frequency and Over-Frequency Conditions.....	190
9.7.4	System Protection and Other Control Requirements.....	191
9.7.4.1	System Protection Facilities. ....	191
9.7.5	Requirements for Protection. ....	191
9.7.6	Power Quality. ....	192
9.8	Switching and Tagging Rules. ....	192
9.9	Use of Interconnection Facilities by Third Parties.....	192
9.9.1	Purpose of Interconnection Facilities.....	192
9.9.2	Third Party Users. ....	192
9.10	Disturbance Analysis Data Exchange. ....	193
Article 10.	Maintenance .....	193
10.1	Transmission Provider Obligations.....	193

10.2	Interconnection Customer Obligations. ....	193
10.3	Coordination.....	193
10.4	Secondary Systems. ....	193
10.5	Operating and Maintenance Expenses. ....	194
Article 11.	Performance Obligation .....	194
11.1	Interconnection Customer Interconnection Facilities. ....	194
11.2	Transmission Provider's Interconnection Facilities. ....	194
11.3	Network Upgrades and Distribution Upgrades.....	194
11.4	Transmission Credits.....	194
11.4.1	Repayment of Amounts Advanced for Network Upgrades. ....	194
11.4.2	Special Provisions for Affected Systems. ....	195
11.5	Provision of Security.....	195
11.6	Interconnection Customer Compensation.....	196
11.6.1	Interconnection Customer Compensation for Actions during Emergency Condition.....	196
Article 12.	Invoice.....	197
12.1	General. ....	197
12.2	Final Invoice.....	197
12.3	Payment.....	197
12.4	Disputes.....	197
Article 13.	Emergencies .....	198
13.1	Definition. ....	198
13.2	Obligations. ....	198
13.3	Notice. ....	198
13.4	Immediate Action.....	198
13.5	Transmission Provider Authority.....	199
13.5.1	General.....	199
13.5.2	Reduction and Disconnection. ....	199
13.6	Interconnection Customer Authority.....	200
13.7	Limited Liability. ....	200
Article 14.	Regulatory Requirements and Governing Law.....	200
14.1	Regulatory Requirements.....	200
14.2	Governing Law.....	200
Article 15.	Notices.....	200



15.1	General	200
15.2	Billings and Payments	201
15.3	Alternative Forms of Notice	201
15.4	Operations and Maintenance Notice	201
Article 16.	Force Majeure	201
16.1	Force Majeure	201
16.1.1	Economic hardship is not considered a Force Majeure event	201
Article 17.	Default	202
17.1	Default	202
17.1.1	General	202
17.1.2	Right to Terminate	202
Article 18.	Indemnity, Consequential Damages, and Insurance	202
18.1	Indemnity	202
18.1.1	Indemnified Person. (Intentionally Omitted)	203
18.1.2	Indemnified Party	203
18.1.3	Indemnity Procedures	203
18.2	Consequential Damages	203
18.3	Insurance	203
Article 19.	Assignment	205
19.1	Assignment	205
Article 20.	Severability	206
20.1	Severability	206
Article 21.	Comparability (Intentionally Omitted)	206
Article 22.	Confidentiality	206
22.1	Confidentiality	206
22.1.1	Term	206
22.1.2	Scope	206
22.1.3	Release of Confidential Information	207
22.1.4	Rights	207
22.1.5	No Warranties	207
22.1.6	Standard of Care	207
22.1.7	Order of Disclosure	208
22.1.8	Termination of Agreement	208
22.1.9	Remedies	208
22.1.10	Disclosure to FERC, its Staff, or a State	208
Article 23.	Environmental Releases	209
Article 24.	Information Requirements	210
24.1	Information Acquisition	210

- 24.2 Information Submission by Transmission Provider..... 210
- 24.3 Updated Information Submission by Interconnection Customer..... 210
- 24.4 Information Supplementation..... 210
- Article 25. Information Access and Audit Rights ..... 211
  - 25.1 Information Access. .... 211
  - 25.2 Reporting of Non-Force Majeure Events..... 211
  - 25.3 Audit Rights. .... 212
  - 25.4 Audit Rights Periods. .... 212
    - 25.4.1 Audit Rights Period for Construction-Related Accounts and Records..... 212
    - 25.4.2 Audit Rights Period for All Other Accounts and Records..... 212
  - 25.5 Audit Results..... 212
- Article 26. Subcontractors..... 212
  - 26.1 General. .... 212
  - 26.2 Responsibility of Principal..... 213
  - 26.3 No Limitation by Insurance. .... 213
- Article 27. Disputes..... 213
  - 27.1 Submission..... 213
  - 27.2 External Arbitration Procedures..... 213
  - 27.3 Arbitration Decisions. .... 214
  - 27.4 Costs. .... 214
- Article 28. Representations, Warranties and Covenants ..... 214
  - 28.1 General. .... 214
    - 28.1.1 Good Standing. .... 214
    - 28.1.2 Authority..... 214
    - 28.1.3 No Conflict..... 215
    - 28.1.4 Consent and Approval..... 215
- Article 29. Joint Operating Committee ..... 215
  - 29.1 Joint Operating Committee. .... 215
- Article 30. Miscellaneous..... 216
  - 30.1 Binding Effect. .... 216
  - 30.2 Conflicts. .... 216
  - 30.3 Rules of Interpretation..... 216
  - 30.4 Entire Agreement. .... 216
  - 30.5 No Third Party Beneficiaries. .... 217

30.6 Waiver..... 217

30.7 Headings..... 217

30.8 Multiple Counterparts..... 217

30.9 Amendment..... 217

30.10 Modification by the Parties..... 217

30.11 Reservation of Rights. (Intentionally Omitted)..... 217

30.12 No Partnership..... 217

30.13 Signatures..... 218

Appendix A - Interconnection Facilities, Network Upgrades, and Distribution Upgrades

Appendix B – Milestones

Appendix C – Interconnection Details and Operating Requirements

Appendix D – Security Arrangements Details

Appendix E – Commercial Operation Date

Appendix F – Addresses for Delivery of Notices and Billings

Appendix G – Interconnection Requirements for a Wind Generating Plant

Appendix H – Operation, Maintenance, Repair, and Replacement of Network Upgrades

## STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

**THIS STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT** ("LGIA") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ , by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ ("Interconnection Customer" with a Large Generating Facility), and The UNITED STATES OF AMERICA, Department of Energy, acting by and through the Bonneville Power Administration, ("Transmission Provider and/or Transmission Owner"). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

### Recitals

Transmission Provider operates the Transmission System; and

Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Large Generating Facility in Appendix C to this LGIA.

Interconnection Customer and Transmission Provider have agreed to enter into this LGIA for the purpose of interconnecting the Large Generating Facility with the Transmission System.

In consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this LGIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

**Article 1. Definitions**

**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 Transmission Provider's Transmission System 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 LGIA.

**Breaching Party** shall mean a Party that is in Breach of the LGIA.

**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** shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

**Commercial Operation Date** of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the LGIA.

**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.

**Contingent Facilities** shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for re-studies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

**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 the Applicable Reliability Council.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the LGIA.

**Dispute Resolution** shall mean the procedure 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 facilities 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 affect 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 LGIA becomes effective upon execution by the Parties.

**Emergency Condition** shall mean a condition or situation: (1) that in the judgment 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 LGIA to possess black start capability.

**Energy Resource 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 et seq.

**FERC** shall mean the Federal Energy Regulatory 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 acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Generating Facility** shall mean Interconnection Customer's device for the production and/or storage for later injection 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.

**Generating Facility Replacement Request** shall mean an Interconnection Customer's request, in accordance with the Tariff, to replace of one or more aged generating units, at an existing Generating Facility interconnected with Transmission Provider's Transmission System.

**Generating Facility Repower Request** shall mean an Interconnection Customer's request, in accordance with the Tariff, to replace one or more aged components of a generating unit, at an existing Generating Facility interconnected with Transmission Provider's Transmission System.

**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.

**Governmental Authority** 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, Transmission 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 LGIA, 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 (LGIP). Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

**Interconnection Facilities Study Agreement** shall mean the form of agreement contained in Appendix 4 of the LGIP 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 LGIP.

**Interconnection Feasibility Study Agreement** shall mean the form of agreement contained in Appendix 2 of the LGIP for conducting the Interconnection Feasibility Study.

**Interconnection Request** shall mean an Interconnection Customer's request, in the form of Appendix 1 to the LGIP, 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 LGIA 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 LGIP.

**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 LGIP.

**Interconnection System Impact Study Agreement** shall mean the form of agreement contained in Appendix 3 of the LGIP for conducting the Interconnection System Impact Study.

**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 LGIA 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 LGIA 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.

**Network Resource** shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

**Network Resource 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 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 Facilities connect 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 LGIA 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 LGIP for conducting the Optional Interconnection Study.

**Party or Parties** shall mean Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Change of Ownership** shall mean the point, as set forth in Appendix A to the LGIA, 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 LGIA, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

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

**Provisional Large Generator Interconnection Agreement** shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the Large Generator Interconnection Agreement, modified for provisional purposes.

**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.

**Reasonable Efforts** shall mean, with respect to an action required to be attempted or taken by a Party under the LGIA, 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 are not part of an Affected System that Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both Transmission Provider and 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. If Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, Transmission Provider must provide Interconnection Customer a written technical explanation outlining why Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

**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.

**Surplus Interconnection Customer** shall mean an entity that proposes to utilize or transfer Surplus Interconnection Service in accordance with Section 3.3 of the LGIP.

**Surplus Interconnection Service** shall mean any unneeded portion of Interconnection Service established in a Large Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized, the total amount of Interconnection Service at the Point of Interconnection would remain the same.

**Surplus Interconnection Service Request** shall mean a Surplus Interconnection Customer's request, in accordance with Section 3.3 of the LGIP, to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection.

**Surplus Scoping Meeting** shall mean the meeting between representatives of the Surplus Interconnection Customer and Transmission Provider conducted for the purpose of discussing the Surplus Interconnection Service Request and exchanging information.

**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 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 LGIA 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 LGIA, 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 Tariff.

**Trial Operation** shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

**Variable Energy Resource** shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

**Article 2. Effective Date, Term and Termination****2.1 Effective Date.**

This LGIA shall become effective upon execution by the Parties.

**2.2 Term of Agreement.**

Subject to the provisions of Article 2.3, this LGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request (Term to be specified in individual agreements) and shall be automatically renewed for each successive one-year period thereafter.

**2.3 Termination Procedures.****2.3.1 Written Notice.**

This LGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice or by Transmission Provider notifying FERC after the Generating Facility permanently ceases Commercial Operation.

**2.3.2 Default.**

Either Party may terminate this LGIA in accordance with Article 17.

**2.3.3** Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

**2.4 Termination Costs.**

If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, for which it is responsible under this LGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination.

**2.4.1** With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall, to the extent possible and with Interconnection Customer's authorization, cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment and contracts and Transmission Provider shall deliver such material and equipment; and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer,

Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment or contracts.

If an Interconnection Customer terminates this LGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

**2.4.2** Transmission Provider may, at its option, retain any portion of such materials, equipment or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment or facilities.

**2.4.3** With respect to any portion of the Interconnection Facilities and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment or facilities.

## **2.5 Disconnection.**

Upon termination of this LGIA, the Parties will take all appropriate steps to disconnect the Large Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this LGIA or such non-terminating Party otherwise is responsible for these costs under this LGIA.

## **2.6 Survival.**

This LGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this LGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this LGIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this LGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

## **Article 3. Regulatory Filings**

### **3.1 Filing.**

Transmission Provider shall file this LGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this LGIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with Transmission Provider with

respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

#### **Article 4. Scope of Service**

##### **4.1 Interconnection Product Options.**

Interconnection Customer has selected the following (checked) type of Interconnection Service:

##### **4.1.1 Energy Resource Interconnection Service.**

###### **4.1.1.1 The Product.**

Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A.

###### **4.1.1.2 Transmission Delivery Service Implications.**

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Large Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. Where eligible to do so (e.g., PJM, ISO-NE, NYISO), Interconnection Customer may place a bid to sell into the market up to the maximum identified Large Generating Facility output, subject to any conditions specified in the interconnection service approval and the Large Generating Facility will be dispatched to the extent Interconnection Customer's bid clears. In all other instances, no transmission delivery service from the Large Generating Facility is assured, but Interconnection Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission Service or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Large Generating Facility Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of Transmission Provider's Tariff. Interconnection Customer's ability to inject its Large Generating Facility output beyond the Point of Interconnection, therefore, will



depend on the existing capacity of Transmission Provider's Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of firm Point-to-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

#### **4.1.2 Network Resource Interconnection Service.**

##### **4.1.2.1 The Product.**

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility: (1) in a manner comparable to that in which 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 Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Appendix A to this LGIA

##### **4.1.2.2 Transmission Delivery Service Implications.**

Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the interconnected Interconnection Customer's Large Generating Facility in the same manner as it accesses Network Resources. A Large Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Large Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Large Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or firm Point-to-Point Transmission Service may require additional studies and the

construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Large Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Large Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer's Large Generating Facility be designated as a Network Resource by a Network Service Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Large Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Large Generating Facility within Transmission Provider's Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Large Generating Facility be undertaken, regardless of whether or not such Large Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Large Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long-term transmission service for deliveries from the Large Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

#### **4.2 Provision of Service.**

Transmission Provider shall provide Interconnection Service for the Large Generating Facility at the Point of Interconnection.

**4.3 Performance Standards.**

Each Party shall perform all of its obligations under this LGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this LGIA for its compliance therewith.

**4.4 No Transmission Delivery Service.**

The execution of this LGIA does not constitute a request for, nor the provision of, any transmission delivery service under Transmission Provider's Tariff and does not convey any right to deliver electricity to any specific customer or point of delivery.

**4.5 Interconnection Customer Provided Services.**

The services provided by Interconnection Customer under this LGIA are set forth in Article 9.6 and Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

**Article 5. Interconnection Facilities Engineering, Procurement and Construction****5.1 Options.**

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below, and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Provider, Interconnection Customer shall notify Transmission Provider within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build..

**5.1.1 Standard Option.**

Transmission Provider shall design, procure and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

**5.1.2 Alternate Option.**

If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days and shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities by the designated dates.

If Transmission Provider subsequently fails to complete Transmission Provider's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Provider shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each day that the applicable RTO or ISO refuses to grant clearances to install equipment.

**5.1.3 Option to Build.**

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades on the dates specified in Article 5.1.2. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

**5.1.4 Negotiated Option.**

If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if Interconnection Customer elects to exercise the Option to Build under Article 5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then pursuant to Article 5.1.1 (Standard Option), Transmission Provider shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades if Interconnection Customer elects to exercise the Option to Build.

**5.2 General Conditions Applicable to Option to Build.**

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades:

- 5.2.1** Interconnection Customer shall engineer, procure equipment and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;
- 5.2.2** Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- 5.2.3** Transmission Provider shall review and approve the engineering design, equipment acceptance tests and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- 5.2.4** prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;
- 5.2.5** at any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- 5.2.6** at any time during construction, should any phase of the engineering, equipment procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- 5.2.7** (Intentionally Omitted);
- 5.2.8** Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;
- 5.2.9** unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;

- 5.2.10** Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured and constructed in accordance with this Article 5.2; and
- 5.2.11** Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.
- 5.2.12** If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Provider the agreed upon amount of [PLACEHOLDER] for Transmission Provider to execute the responsibilities enumerated to Transmission Provider under Article 5.2. Transmission Provider shall invoice Interconnection Customer according to the schedule provided in Appendix B.

### **5.3 Liquidated Damages.**

The actual damages to Interconnection Customer, in the event Transmission Provider's Interconnection Facilities or Network Upgrades are not completed by the dates designated by Interconnection Customer and accepted by Transmission Provider pursuant to Subparagraphs 5.1.2 or 5.1.4 above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Provider to Interconnection Customer in the event that Transmission Provider does not complete any portion of Transmission Provider's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to one-half of 1 percent per day of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Provider has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed twenty (20) percent of the actual cost of Transmission Provider's Interconnection Facilities and Network Upgrades for which Transmission Provider has assumed responsibility to design, procure and construct. The foregoing payments will be made by Transmission Provider to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time; and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this LGIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for Transmission Provider's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for the Large Generating Facility's Trial Operation or to export power from the Large Generating Facility on the

specified dates, unless Interconnection Customer would have been able to commence use of Transmission Provider's Interconnection Facilities or Network Upgrades to take the delivery of power for Large Generating Facility's Trial Operation or to export power from the Large Generating Facility, but for Transmission Provider's delay; (2) Transmission Provider's failure to meet the specified dates is the result of the action or inaction of Interconnection Customer or any other Interconnection Customer who has entered into an LGIA with Transmission Provider or any cause beyond Transmission Provider's reasonable control or reasonable ability to cure; (3) Interconnection Customer has assumed responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades; or (4) the Parties have otherwise agreed.

#### **5.4 Power System Stabilizers.**

Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Large Generating Facility. If the Large Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator or its designated representative. The requirements of this paragraph shall not apply to wind generators.

#### **5.5 Equipment Procurement.**

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** Transmission Provider has completed the Facilities Study pursuant to the Facilities Study Agreement;

**5.5.2** Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

**5.5.3** Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

#### **5.6 Construction Commencement.**

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

- 5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;
- 5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

## 5.7 Work Progress.

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

## 5.8 Information Exchange.

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

## 5.9 Other Interconnection Options

### 5.9.1 Limited Operation.

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Large Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Large Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this LGIA. Transmission Provider shall permit Interconnection Customer to operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

### 5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities and after completion of the NEPA process and a



decision to approve the project Transmission Provider may execute a Provisional Large Generator Interconnection Agreement. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission Provider's system. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Large Generator Interconnection Agreement shall be studied and updated on an annual basis and at Interconnection Customer's expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Large Generator Interconnection Agreement and the Large Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

**5.10 Interconnection Customer's Interconnection Facilities ("ICIF").**

Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

**5.10.1 Interconnection Customer's Interconnection Facility Specifications.**

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date, and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

**5.10.2 Transmission Provider's Review.**

Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing or providing a warranty as to the design, fitness, safety, durability or reliability of the Large Generating Facility, or

the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control and safety requirements of Transmission Provider.

### **5.10.3 ICIF Construction.**

The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Large Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Large Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Large Generating Facility. Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Large Generating Facility control and protection settings, transformer tap settings and communications, if applicable.

### **5.11 Transmission Provider's Interconnection Facilities Construction.**

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities: drawings, diagrams, and other information reasonably related to the specifications set forth in Appendix A.

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

### **5.12 Access Rights.**

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (1) interconnect the Large Generating Facility with the Transmission System; (2) operate and maintain the Large Generating Facility, the Interconnection Facilities and the Transmission System; and (3) disconnect or remove the Access Party's facilities and equipment upon termination of this LGIA. In exercising such licenses, rights of way and easements, the

Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

**5.13 Lands of Other Property Owners.**

If any part of Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider or Transmission Owner, Transmission Provider or Transmission Owner shall at Interconnection Customer's expense use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with federal law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider or Transmission Owner's Interconnection Facilities and/or Network Upgrades upon such property.

**5.14 Permits.**

Transmission Provider or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Provider or Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's generation.

**5.15 Early Construction of Base Case Facilities.**

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

**5.16 Suspension.**

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this LGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider: (1) has incurred pursuant to this LGIA prior to the suspension; and (2) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any

costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider cannot reasonably avoid; provided however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this LGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this LGIA on or before the expiration of three (3) years following commencement of such suspension, this LGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

**5.17 (Intentionally Omitted).**

**5.18 Tax Status.**

Transmission Provider shall cooperate with Interconnection Customer to maintain Interconnection Customer's tax status. Nothing in this LGIA is intended to adversely affect any Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

**5.19 Modification.**

**5.19.1 General.**

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Large Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Large Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

**5.19.2 Standards.**

Any additions, modifications or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this LGIA and Good Utility Practice.

**5.19.3 Modification Costs.**

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

**Article 6. Testing and Inspection****6.1 Pre-Commercial Operation Date Testing and Modifications.**

Prior to the Commercial Operation Date, Transmission Provider shall test Transmission Provider's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Large Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Large Generating Facility only if it has arranged for the delivery of such test energy.

**6.2 Post-Commercial Operation Date Testing and Modifications.**

Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Large Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

**6.3 Right to Observe Testing.**

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

**6.4 Right to Inspect.**

Each Party shall have the right, but shall have no obligation to: (1) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other

protective equipment, including Power System Stabilizers; (2) review the settings of the other Party's System Protection Facilities and other protective equipment; and (3) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this LGIA.

## **Article 7. Metering**

### **7.1 General.**

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, Transmission Provider shall install Metering Equipment at the Point of Interconnection prior to any operation of the Large Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Large Generating Facility shall be measured at or, at Transmission Provider's option, compensated to, the Point of Interconnection. Transmission Provider shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

### **7.2 Check Meters.**

Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check Transmission Provider's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this LGIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

### **7.3 Standards.**

Transmission Provider shall install, calibrate and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

### **7.4 Testing of Metering Equipment.**

Transmission Provider shall inspect and test all Transmission Provider-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, Transmission Provider shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. Transmission Provider shall give reasonable notice of the time when any

inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to Transmission Provider's failure to maintain, then Transmission Provider shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two (2) percent from the measurement made by the standard meter used in the test, Transmission Provider shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

#### **7.5 Metering Data.**

At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Provider and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Large Generating Facility to the Point of Interconnection.

### **Article 8. Communications**

#### **8.1 Interconnection Customer Obligations.**

Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Large Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Large Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances and hourly and daily load data.

#### **8.2 Remote Terminal Unit.**

Prior to the Initial Synchronization Date of the Large Generating Facility, a Remote Terminal Unit or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by Transmission Provider at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Provider through use of a

dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

### **8.3 No Annexation.**

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

### **8.4 Provision of Data from a Variable Energy Resource.**

Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to Transmission Provider to the extent necessary for Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to Transmission Provider regarding all forced outages to the extent necessary for Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by Interconnection Customer to Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by Transmission Provider. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this LGIA, as they may change from time to time.



**Article 9. Operations****9.1 General.**

Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

**9.2 Control Area Notification.**

At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider in writing of the Control Area in which the Large Generating Facility will be located. If Interconnection Customer elects to locate the Large Generating Facility in a Control Area other than the Control Area in which the Large Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this LGIA, and remote Control Area generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Large Generating Facility in the other Control Area.

**9.3 Transmission Provider Obligations.**

Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this LGIA. Transmission Provider may provide operating instructions to Interconnection Customer consistent with this LGIA and Transmission Provider's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

**9.4 Interconnection Customer Obligations.**

Interconnection Customer shall at its own expense operate, maintain and control the Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA. Interconnection Customer shall operate the Large Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this LGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this LGIA.

**9.5 Start-Up and Synchronization.**

Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Large Generating Facility to Transmission Provider's Transmission System.

## **9.6 Reactive Power and Primary Frequency Response.**

### **9.6.1 Power Factor Design Criteria.**

Interconnection Customer shall design the Large Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all generators in the Control Area on a comparable basis.

### **9.6.2 Voltage Schedules.**

Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Large Generating Facility to produce or absorb reactive power within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Large Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Large Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator.

#### **9.6.2.1 Governors and Regulators.**

Whenever the Large Generating Facility is operated in parallel with the Transmission System and the speed governors (if installed on the generating unit pursuant to Good Utility Practice) and voltage regulators are capable of operation, Interconnection Customer shall operate the Large Generating Facility with its speed governors and voltage regulators in automatic operation. If the Large Generating Facility's speed governors and voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Large Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Large Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Large Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Large Generating Facility for an under- or over-frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in

ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

### **9.6.3 Payment for Reactive Power.**

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Large Generating Facility when Transmission Provider requests Interconnection Customer to operate its Large Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

### **9.6.4 Primary Frequency Response.**

Interconnection Customer shall ensure the primary frequency response capability of its Large Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Large Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations.

Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and  $\pm 0.036$  Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Large Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Large Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Large Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over- frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Large Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Large Generating Facility with the Transmission System, Interconnection Customer shall operate the Large Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this Agreement.

The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Large Generating Facilities.

**9.6.4.1 Governor or Equivalent Controls.**

Whenever the Large Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Large Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of  $\pm 0.036$  Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Large Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Large Generating Facility's governor or equivalent controls to a minimum whenever the Large Generating Facility is operated in parallel with the Transmission System.

**9.6.4.2 Timely and Sustained Response.**

Interconnection Customer shall ensure that the Large Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Large Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Large Generating Facility shall sustain the real power response at least until

system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

#### **9.6.4.3 Exemptions.**

Large Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Large Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

#### **9.6.4.4 Electric Storage Resources.**

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C of its LGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement.

Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes

circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

## **9.7 Outages and Interruptions.**

### **9.7.1 Outages.**

#### **9.7.1.1 Outage Authority and Coordination.**

Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

#### **9.7.1.2 Outage Schedules.**

Transmission Provider shall post scheduled outages of its transmission facilities on the Open Access Same-Time Information System (OASIS). Interconnection Customer shall submit its planned maintenance schedules for the Large Generating Facility to Transmission Provider for a minimum of a rolling twenty-four (24) month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance.

Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

**9.7.1.3 Outage Restoration.**

If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

**9.7.2 Interruption of Service.**

If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

**9.7.2.1** The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice.

**9.7.2.2** Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System.

**9.7.2.3** The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Large Generating Facility, Interconnection Facilities and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

**9.7.3 Under-Frequency and Over-Frequency Conditions.**

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency system disturbance. Interconnection Customer shall implement under-frequency and over-frequency relay set points for the Large Generating Facility as required by the Applicable Reliability Council to ensure "ride through" capability of the Transmission System. Large Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and

over-frequency deviations, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term "ride through" as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

#### **9.7.4 System Protection and Other Control Requirements.**

##### **9.7.4.1 System Protection Facilities.**

Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider shall install at Interconnection Customer's expense any System Protection Facilities that may be required on Transmission Provider's Interconnection Facilities or the Transmission System as a result of the interconnection of the Large Generating Facility and Interconnection Customer's Interconnection Facilities.

**9.7.4.2** Each Party's protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

**9.7.4.3** Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

**9.7.4.4** Each Party's protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

**9.7.4.5** Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

**9.7.4.6** Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

#### **9.7.5 Requirements for Protection.**

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own and maintain relays, circuit breakers and all other devices



necessary to remove any fault contribution of the Large Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by Transmission Provider's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Large Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Large Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Large Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Large Generating Facility.

#### **9.7.6 Power Quality.**

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

#### **9.8 Switching and Tagging Rules.**

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

#### **9.9 Use of Interconnection Facilities by Third Parties.**

##### **9.9.1 Purpose of Interconnection Facilities.**

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Large Generating Facility to the Transmission System and shall be used for no other purpose.

##### **9.9.2 Third Party Users.**

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all

third party users and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by Transmission Provider, all third party users and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to FERC for resolution.

#### **9.10 Disturbance Analysis Data Exchange.**

The Parties will cooperate with one another in the analysis of disturbances to either the Large Generating Facility or Transmission Provider's Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records and any disturbance information required by Good Utility Practice.

### **Article 10. Maintenance**

#### **10.1 Transmission Provider Obligations.**

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

#### **10.2 Interconnection Customer Obligations.**

Interconnection Customer shall maintain the Large Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this LGIA.

#### **10.3 Coordination.**

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Large Generating Facility and the Interconnection Facilities.

#### **10.4 Secondary Systems.**

Each Party shall cooperate with the other in the inspection, maintenance and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers or potential transformers.

**10.5 Operating and Maintenance Expenses.**

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

**Article 11. Performance Obligation****11.1 Interconnection Customer Interconnection Facilities.**

Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

**11.2 Transmission Provider's Interconnection Facilities.**

Transmission Provider or Transmission Owner shall design, procure, construct, install, own and/or control Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of Interconnection Customer.

**11.3 Network Upgrades and Distribution Upgrades.**

Transmission Provider or Transmission Owner shall design, procure, construct, install and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades. Unless Transmission Provider or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

**11.4 Transmission Credits.****11.4.1 Repayment of Amounts Advanced for Network Upgrades.**

Interconnection Customer shall be entitled to a cash repayment, equal to the total amount paid to Transmission Provider and Affected System Operator, if any, for the Network Upgrades, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under Transmission Provider's Tariff and Affected System's Tariff for transmission services with respect to the Large Generating Facility. Any repayment shall include interest calculated at the rate for ten-year bonds posted on Bloomberg, L.P., under the United States Government Agency fair market yield curve (yield curve number 84) as in effect on the first day of the month during which Transmission Provider receives the first payment for Network Upgrades, such interest to accrue from the date of any payment for Network Upgrades through the date on which Interconnection Customer receives

a repayment of such payment pursuant to this subparagraph. Interconnection Customer may assign such repayment rights to any person.

Notwithstanding the foregoing, Interconnection Customer, Transmission Provider and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Provider and Affected System Operator take one of the following actions no later than five (5) years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid; or (2) declare in writing that Transmission Provider or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Large Generating Facility fails to achieve commercial operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, Transmission Provider and Affected System Operator shall at that time reimburse Interconnection Customer for the amounts advanced for the Network Upgrades. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which reimbursement must be made.

#### **11.4.2 Special Provisions for Affected Systems.**

Unless Transmission Provider provides, under the LGIA, for the repayment of amounts advanced to Affected System Operator for Network Upgrades, Interconnection Customer and Affected System Operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the repayment by the Affected System Operator.

**11.4.3** Notwithstanding any other provision of this LGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Large Generating Facility.

#### **11.5 Provision of Security.**

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation or construction of a discrete portion of a Transmission Provider's

Interconnection Facilities, Network Upgrades or Distribution Upgrades, Interconnection Customer shall provide Transmission Provider, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Provider. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of Transmission Provider's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Provider for these purposes.

In addition:

**11.5.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

**11.5.2** The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

**11.5.3** The surety bond must be issued by an insurer reasonably acceptable to Transmission Provider and must specify a reasonable expiration date.

## **11.6 Interconnection Customer Compensation.**

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 9.6.3, Payment for Reactive Power or Article 13.5.1 of this LGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to an RTO or ISO FERC-approved rate schedule. Interconnection Customer shall serve Transmission Provider or RTO or ISO with any filing of a proposed rate schedule at the time of such filing with FERC. To the extent that no rate schedule is in effect at the time Interconnection Customer is required to provide or absorb any Reactive Power under this LGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided however, that such rate schedule must be filed at FERC or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

### **11.6.1 Interconnection Customer Compensation for Actions during Emergency Condition.**

Transmission Provider or RTO or ISO shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

**Article 12. Invoice****12.1 General.**

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this LGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

**12.2 Final Invoice.**

Within six (6) months after completion of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

**12.3 Payment.**

Invoices shall be rendered to the paying Party at the address specified in Appendix F, Addresses for Delivery of Notices and Billings. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this LGIA.

**12.4 Disputes.**

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this LGIA as long as Interconnection Customer: (1) continues to make all payments not in dispute; and (2) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accord with the methodology set forth in FERC's regulations at 18 CFR § 35.19a(a)(2)(iii).

**Article 13. Emergencies****13.1 Definition.**

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of 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 the Transmission System, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the 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 Large 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 this LGIA to possess black start capability.

**13.2 Obligations.**

Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations and any emergency procedures agreed to by the Joint Operating Committee.

**13.3 Notice.**

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Large Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken.

**13.4 Immediate Action.**

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Large Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

## **13.5 Transmission Provider Authority.**

### **13.5.1 General.**

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to: (1) preserve public health and safety; (2) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Large Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Large Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Large Generating Facility, implementing a reduction or disconnection pursuant to Article 13.5.2, directing Interconnection Customer to assist with black start (if available) or restoration efforts, or altering the outage schedules of the Large Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Large Generating Facility real power and reactive power output within the manufacturer's design limitations of the Large Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

### **13.5.2 Reduction and Disconnection.**

Transmission Provider may reduce Interconnection Service or disconnect the Large Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Large Generating Facility, the Interconnection Facilities and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.



**13.6 Interconnection Customer Authority.**

Consistent with Good Utility Practice and the LGIA and the LGIP, Interconnection Customer may take actions or inactions with regard to the Large Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to: (1) preserve public health and safety; (2) preserve the reliability of the Large Generating Facility or Interconnection Customer's Interconnection Facilities; (3) limit or prevent damage; and (4) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

**13.7 Limited Liability.**

Except as otherwise provided in Article 11.6.1 of this LGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

**Article 14. Regulatory Requirements and Governing Law****14.1 Regulatory Requirements.**

Each Party's obligations under this LGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this LGIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

**14.2 Governing Law.**

**14.2.1** The validity, interpretation and performance of this LGIA and each of its provisions shall be governed by federal law.

**14.2.2** This LGIA is subject to all Applicable Laws and Regulations.

**14.2.3** Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules or regulations of a Governmental Authority.

**Article 15. Notices****15.1 General.**

Unless otherwise provided in this LGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be delivered in person, in writing, by email, facsimile, or First Class mail or overnight

delivery service at the address set out in Appendix F, Addresses for Delivery of Notices and Billings. Notices are effective on the date received.

Either Party may change the notice information in this LGIA by giving five (5) Business Days' written notice prior to the effective date of the change.

### **15.2 Billings and Payments.**

Billings and payments shall be sent to the addresses set out in Appendix F, Addresses for delivery of Notices and Billings.

### **15.3 Alternative Forms of Notice.**

Any notice or request required or permitted to be given by a Party to the other and not required by this LGIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F, Addresses for delivery of Notices and Billings.

For any service interruptions, Emergency Conditions, operating instructions, curtailments, or dispatch orders, Transmission Provider may notify Interconnection Customer through any of the following methods: (1) by electronic signal pre-arranged between Interconnection Customer and Transmission Provider, (2) by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F, Addresses for delivery of Notices and Billings, (3) by a change request to a transaction submitted according to the NERC e-Tag protocol, or (4) as otherwise agreed between Interconnection Customer and Transmission Provider. Transmission Provider is not responsible for ensuring that Interconnection Customer has the continuous ability to receive Transmission Provider's electronic signals.

### **15.4 Operations and Maintenance Notice.**

Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## **Article 16. Force Majeure**

### **16.1 Force Majeure.**

**16.1.1** Economic hardship is not considered a Force Majeure event.

**16.1.2** Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the

Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

## **Article 17. Default**

### **17.1 Default.**

#### **17.1.1 General.**

No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this LGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

#### **17.1.2 Right to Terminate.**

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this LGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this LGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this LGIA.

## **Article 18. Indemnity, Consequential Damages, and Insurance**

Article 18.1 applies only if, at the time of the action or inaction by a Party that gave rise to the Party's right to indemnification, either Transmission Provider or Interconnection Customer was not a party to the Agreement Limiting Liability among Western Interconnected Electric Systems.

### **18.1 Indemnity.**

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

**18.1.1 Indemnified Person. (Intentionally Omitted)****18.1.2 Indemnified Party.**

If an Indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

**18.1.3 Indemnity Procedures.**

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

**18.2 Consequential Damages.**

Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this LGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability or any other theory of liability; provided however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental or consequential damages hereunder.

**18.3 Insurance.**

Interconnection Customer shall, at its own expense, maintain in force throughout the period of this LGIA, and until released by Transmission Provider, the following minimum insurance coverage, with insurers authorized to do business in the state where the Point of Interconnection is located:

**18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

**18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate

combined single limit for personal injury, bodily injury, including death and property damage.

- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name Transmission Provider, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (Transmission Provider Party Group) as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this LGIA against Transmission Provider Party Group and provide thirty (30) Calendar Days advance written notice to Transmission Provider Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Interconnection Customer shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this LGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by Interconnection Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Interconnection Customer under this LGIA.

**18.3.9** Within ten (10) Calendar Days following execution of this LGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, Interconnection Customer shall provide certification of all insurance required in this LGIA, executed by each insurer or by an authorized representative of each insurer.

**18.3.10** Notwithstanding the foregoing, Interconnection Customer may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, Interconnection Customer has an issuer credit rating or a senior unsecured debt rating of investment grade or better as rated by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that Interconnection Customer has no issuer credit rating and its senior unsecured debt is unrated by Standard & Poor's, or Inter-connection Customer has an issuer credit rating or a senior unsecured debt rating of less than investment grade as rated by Standard & Poor's, Interconnection Customer shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that Interconnection Customer is permitted to self-insure pursuant to this article, it shall notify Transmission Provider that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.

**18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this LGIA.

## **Article 19. Assignment**

### **19.1 Assignment.**

This LGIA may be assigned by either Party only with the written consent of the other, provided that either Party may assign this LGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this LGIA; and provided further, that Interconnection Customer shall have the right to assign this LGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Large Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this article is void and ineffective. Any assignment under this LGIA shall not relieve a Party of its obligations, nor shall a Party's

obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

## **Article 20. Severability**

### **20.1 Severability.**

If any provision in this LGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this LGIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of Transmission Provider) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## **Article 21. Comparability (Intentionally Omitted).**

## **Article 22. Confidentiality**

### **22.1 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 either of the Parties to the other prior to the execution of this 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 Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 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.

#### **22.1.1 Term.**

During the term of this LGIA, and for a period of three (3) years after the expiration or termination of this LGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

#### **22.1.2 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 Breach of this LGIA; or (6) is required, in accordance with Article 22.1.7 of the LGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, including the Freedom of Information Act, 5 U.S.C. § 552, as amended, or is necessary in any legal proceeding establishing rights and obligations under this LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

#### **22.1.3 Release of Confidential Information.**

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), sub-contractors, 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 this LGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 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 Article 22.

#### **22.1.4 Rights.**

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

#### **22.1.5 No Warranties.**

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

#### **22.1.6 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 Party under this LGIA or its regulatory requirements.



**22.1.7 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 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 Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this LGIA. 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.

**22.1.8 Termination of Agreement.**

Upon termination of this LGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase or delete (with such destruction, erasure and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

**22.1.9 Remedies.**

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, 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 Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further 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 Article 22.

**22.1.10 Disclosure to FERC, its Staff, or a State.**

Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 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 this LGIA, 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 CFR § 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 Party to this LGIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the LGIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

**22.1.11** Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this LGIA ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is: (1) required by law; (2) 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; (3) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (4) necessary to fulfill its obligations under this LGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other 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.

## **Article 23. Environmental Releases**

- 23.1** Each Party shall remediate all releases of Hazardous Substances brought to, or created at, real property it owns underlying the Large Generating Facility or Interconnection Facilities, and any Hazardous Substances migrating from real property it owns at the Large Generating Facility site. The Party that caused the release shall bear the costs of the remediation, which shall meet applicable state and federal environmental standards at the time of the remediation. Such costs may include, but are not limited to, state and federal supervision, remedial action plans, removal and remedial actions, and negotiation of voluntary and judicial agreements required to meet such environmental standards.
- 23.2** Each Party shall notify the other Party as promptly as practicable of any significant release of Hazardous Substances by the first Party. Each Party shall cooperate with the other Party in accommodating any necessary remedial activities of the other Party with respect to property occupied by such other Party.

- 23.3** The Parties agree to comply fully with the substantive requirements of all applicable federal, state and local environmental laws in the performance of their obligations hereunder, and to mitigate and abate adverse environmental impacts accordingly.

## **Article 24. Information Requirements**

### **24.1 Information Acquisition.**

Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

### **24.2 Information Submission by Transmission Provider.**

The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

### **24.3 Updated Information Submission by Interconnection Customer.**

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Large Generating Facility data requirements contained in Appendix 1 to the LGIP. It shall also include any additional information provided to Transmission Provider for the Feasibility and Facilities Study. Information in this submission shall be the most current Large Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection Customer shall not begin Trial Operation until such studies are completed.

### **24.4 Information Supplementation.**

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Large Generating Facility

information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Large Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Large Generating Facility to verify proper operation of the Large Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Large Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Large Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Large Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Large Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Large Generating Facility terminal or field voltages is provided. Large Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider-owned substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

## **Article 25. Information Access and Audit Rights**

### **25.1 Information Access.**

Each Party (the "disclosing Party") shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (1) verify the costs incurred by the disclosing Party for which the other Party is responsible under this LGIA; and (2) carry out its obligations and responsibilities under this LGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this LGIA.

### **25.2 Reporting of Non-Force Majeure Events.**

Each Party (the "notifying Party") shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this LGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this LGIA.

**25.3 Audit Rights.**

Subject to the requirements of confidentiality under Article 22 of this LGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under this LGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this LGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

**25.4 Audit Rights Periods.****25.4.1 Audit Rights Period for Construction-Related Accounts and Records.**

Accounts and records related to the design, engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four (24) months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

**25.4.2 Audit Rights Period for All Other Accounts and Records.**

Accounts and records related to either Party's performance or satisfaction of all obligations under this LGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (1) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (2) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

**25.5 Audit Results.**

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

**Article 26. Subcontractors****26.1 General.**

Nothing in this LGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this LGIA; provided however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this LGIA in providing such services and each

Party shall remain primarily liable to the other Party for the performance of such subcontractor.

### **26.2 Responsibility of Principal.**

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this LGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this LGIA. Any applicable obligation imposed by this LGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

### **26.3 No Limitation by Insurance.**

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## **Article 27. Disputes**

### **27.1 Submission.**

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this LGIA or its 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 LGIA.

### **27.2 External Arbitration Procedures.**

Any arbitration initiated under this LGIA 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 Article 27, the terms of this Article 27 shall prevail.

### **27.3 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 therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this LGIA and shall have no power to modify or change any provision of this Agreement 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.

### **27.4 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.

## **Article 28. Representations, Warranties and Covenants**

### **28.1 General.**

Each Party makes the following representations, warranties and covenants:

#### **28.1.1 Good Standing.**

Interconnection Customer is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed or incorporated, as applicable; that it is qualified to do business in the state or states in which the Large Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this LGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this LGIA.

#### **28.1.2 Authority.**

Such Party has the right, power and authority to enter into this LGIA, to become a Party hereto and to perform its obligations hereunder. This LGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

**28.1.3 No Conflict.**

The execution, delivery and performance of this LGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

**28.1.4 Consent and Approval.**

Such Party has sought or obtained; or, in accordance with this LGIA will seek or obtain, each consent, approval, authorization, order or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this LGIA, and it will provide to any Governmental Authority notice of any actions under this LGIA that are required by Applicable Laws and Regulations.

**Article 29. Joint Operating Committee****29.1 Joint Operating Committee.**

Except in the case of ISOs and RTOs, Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this LGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

**29.1.1** Establish data requirements and operating record requirements.

**29.1.2** Review the requirements, standards and procedures for data acquisition equipment, protective equipment and any other equipment or software.

**29.1.3** Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.

**29.1.4** Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Large Generating Facility and other facilities that



impact the normal operation of the interconnection of the Large Generating Facility to the Transmission System.

**29.1.5** Ensure that information is being provided by each Party regarding equipment availability.

**29.1.6** Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

## **Article 30. Miscellaneous**

### **30.1 Binding Effect.**

This LGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

### **30.2 Conflicts.**

In the event of a conflict between the body of this LGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this LGIA shall prevail and be deemed the final intent of the Parties.

### **30.3 Rules of Interpretation.**

This LGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this LGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this LGIA), document, instrument or tariff means such agreement, document, instrument or tariff as amended or modified and in effect from time to time in accordance with the terms thereof; and if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this LGIA or such Appendix to this LGIA, or such Section to the LGIP or such Appendix to the LGIP, as the case may be; (6) "hereunder," "hereof," "herein," "hereto" and words of similar import shall be deemed references to this LGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including."

### **30.4 Entire Agreement.**

This LGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this LGIA. There are no other

agreements, representations, warranties or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this LGIA.

**30.5 No Third Party Beneficiaries.**

Except as provided in Article 4.3.1.3, this LGIA is not intended to and does not create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

**30.6 Waiver.**

The failure of a Party to this LGIA to insist, on any occasion, upon strict performance of any provision of this LGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this LGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this LGIA. Termination or Default of this LGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this LGIA shall, if requested, be provided in writing.

**30.7 Headings.**

The descriptive headings of the various Articles of this LGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this LGIA.

**30.8 Multiple Counterparts.**

This LGIA may be executed in two (2) or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**30.9 Amendment.**

The Parties may by mutual agreement amend this LGIA by a written instrument duly executed by the Parties.

**30.10 Modification by the Parties.**

The Parties may by mutual agreement amend the Appendices to this LGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this LGIA upon satisfaction of all Applicable Laws and Regulations.

**30.11 Reservation of Rights. (Intentionally Omitted)**

**30.12 No Partnership.**

This LGIA shall not be interpreted or construed to create an association, joint venture, agency relationship or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right,

power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**30.13 Signatures.**

**Signatures**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and may be executed by electronic signature and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

(INTERCONNECTION CUSTOMER NAME)      UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

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

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

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

Title: Transmission Account Executive

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
(Print/Type)

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

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

**APPENDIX A to LGIA**

**INTERCONNECTION FACILITIES, NETWORK UPGRADES AND DISTRIBUTION UPGRADES**

**1. Interconnection Facilities:**

(a) [insert Interconnection Customer's Interconnection Facilities]:

(b) [insert Transmission Provider's Interconnection Facilities]:

**2. Network Upgrades:**

(a) [insert Stand Alone Network Upgrades]:

(b) [insert Other Network Upgrades]:

**3. Distribution Upgrades:**

**4. Contingent Facilities:**

**Appendix B to LGIA**

**Milestones**

**Appendix C to LGIA**  
**Interconnection Details and**  
**Operating Requirements**

**Appendix D to LGIA**  
**Security Arrangements**  
**Details**

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

**Appendix E to LGIA**  
**Commercial Operation**

**Date**

This Appendix E is a part of the LGIA between Transmission Provider and Interconnection Customer.

**[Date]**

**[Transmission Provider Address]**

Re: \_\_\_\_\_ Large Generating Facility

Dear \_\_\_\_\_:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. \_\_. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. at the Large Generating Facility, effective as of **[Date plus one day]**.

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**



**Appendix F to LGIA**

**Addresses for Delivery of Notices and Billings**

**Notices:**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

**Billings and Payments:**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

**Alternative Forms of Delivery of Notices (telephone, facsimile or email):**

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

**Appendix G to LGIA****INTERCONNECTION REQUIREMENTS FOR A WIND GENERATING PLANT**

Appendix G sets forth requirements and provisions specific to a wind generating plant. All other requirements of this LGIA continue to apply to wind generating plant interconnections.

**A. Technical Standards Applicable to a Wind Generating Plant****i. Low Voltage Ride-Through (LVRT) Capability**

A wind generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below. The LVRT standard provides for a transition period standard and a post-transition period standard.

**Transition Period LVRT Standard**

The transition period standard applies to wind generating plants subject to FERC Order 661 that have either: (i) interconnection agreements signed and filed with the Commission, filed with the Commission in unexecuted form, or filed with the Commission as non-conforming agreements between January 1, 2006 and December 31, 2006, with a scheduled in-service date no later than December 31, 2007, or (ii) wind generating turbines subject to a wind turbine procurement contract executed prior to December 31, 2005, for delivery through 2007.

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 - 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to pre-fault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by

Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles at a voltage as low as 0.15 p.u., as measured at the high side of the wind generating plant step-up transformer (i.e. the transformer that steps the voltage up to the transmission interconnection voltage or “GSU”), after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system.

2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU or to faults that would result in a voltage lower than 0.15 per unit on the high side of the GSU serving the facility.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator, etc.) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

#### **Post-transition Period LVRT Standard**

All wind generating plants subject to FERC Order No. 661 and not covered by the

transition period described above must meet the following requirements:

1. Wind generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 - 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the wind generating plant substation location, as determined by and documented by Transmission Provider. The maximum clearing time the wind generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the wind generating plant may disconnect from the transmission system. A wind generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the wind GSU.
2. This requirement does not apply to faults that would occur between the wind generator terminals and the high side of the GSU.
3. Wind generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Wind generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAr Compensator) within the wind generating plant or by a combination of generator performance and additional equipment.
5. Existing individual generator units that are, or have been, interconnected to the

network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

**ii. Power Factor Design Criteria (Reactive Power)**

A wind generating plant shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, measured at the Point of Interconnection as defined in this LGIA, if Transmission Provider's System Impact Study shows that such a requirement is necessary to ensure safety or reliability. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by Transmission Provider, or a combination of the two. Interconnection Customer shall not disable power factor equipment while the wind plant is in operation. Wind plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the System Impact Study shows this to be required for system safety or reliability.

**iii. Supervisory Control and Data Acquisition (SCADA) Capability**

The wind plant shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and the wind plant Interconnection Customer shall determine what SCADA information is essential for the proposed wind plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

**Appendix H to LGIA**

**Annual Operation and Maintenance Charge:**

**Monthly Operation and Maintenance Charge:<sup>3</sup>**

---

<sup>3</sup> The monthly charge is one-twelfth of the annual charge.