

LOS ANGELES DEPARTMENT OF WATER AND POWER

LARGE GENERATOR

**INTERCONNECTION PROCEDURE
(LGIP)**

Including

LARGE GENERATOR

INTERCONNECTION AGREEMENT (LGIA)

**Large Generator
Interconnection Procedures (LGIP)
(Applicable to Generating Facilities that exceed 20 MW)**

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Appendix 1 – Interconnection Request for a Large Generating Facility

Appendix 2 – Interconnection Feasibility Study Agreement

Appendix 3 – Interconnection System Impact Study Agreement

Appendix 4 – Interconnection Facilities Study Agreement

Appendix 5 – Optional Interconnection Study Agreement

Appendix 6 – Form Large Generator Interconnection Agreement

Appendix 7 – Interconnection Procedure for a Wind Generating Plant or Solar
Generating Plant

Section 1. Definitions

In addition to other terms defined within this LGIP, the following terms, whether in the singular or plural, when used herein and in appendices attached hereto and initially capitalized, shall have the meanings specified below:

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 or its successor, as the Applicable Reliability Council, and the Balancing Authority Area of the Transmission System to which the Generating Facility is directly interconnected.

Balancing Authority shall mean the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.

Balancing Authority Area shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

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 this LGIP or an executed LGIA.

Breaching Party shall mean a Party that is in Breach of the provisions of this LGIP or any term or condition of an executed 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 Large Generator Interconnection Agreement.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, including any competitively sensitive, commercial or financial information, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Critical Energy Infrastructure Information or CEII shall mean specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure that: (i) relates details about the production, generation, transportation, transmission, or distribution of energy; (ii) could be useful to a person in planning an attack on critical infrastructure; (iii) is exempt from mandatory disclosure under the Freedom of Information Act, 5 U.S.C. § 552; and (iv) does not simply give the general location of the critical infrastructure.

Critical Infrastructure shall mean existing and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the LGIA or the failure of Interconnection Customer to cure any deficiency under the provisions of this LGIP.

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, as set forth in Section 13.5 herein.

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 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, reliability 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 Large Generator Interconnection Agreement 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 non-firm 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 (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 of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

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

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

practices, methods, or acts generally accepted in the region. For purposes of clarification, the term “Good Utility Practice” shall include compliance with Applicable Reliability Standards.

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 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 Large Generator

Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

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

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

Interconnection Feasibility Study shall mean a preliminary evaluation of the feasibility of interconnecting the proposed Generating Facility and a non-binding estimated cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Large Generator Interconnection Procedures.

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

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Large Generator Interconnection Procedures, subject to 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 Large Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study and the Interconnection Facilities Study described in this LGIP, but excludes any Optional Study.

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 and a non-binding estimated cost of interconnecting the Generating Facility. 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 this LGIP.

Interconnection System Impact Study Agreement shall mean the form of agreement contained in Appendix 3 of this LGIP for conducting the Interconnection System Impact Study.

IRS shall mean the Internal Revenue Service.

Joint Operating Committee shall have the meaning ascribed in the Large Generator Interconnection Agreement.

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

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.

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

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, expert witness and consultant 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 Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

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

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility pursuant to the 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 Corporation or the successor electric reliability organization.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under an applicable 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 in a manner comparable to that in which the Transmission Provider integrates its generating facilities to serve native load customers. 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 have the meaning ascribed in Section 13.5 of this LGIP.

Optional Interconnection Study shall mean any sensitivity or other 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 this 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 Large Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Delivery shall have the meaning ascribed in the Tariff.

Point of Interconnection shall mean (i) prior to the execution of the LGIA, the point set forth in Attachment A to Appendix 2 of the Feasibility Study Agreement where the proposed Interconnection Facilities are intended to connect to the Transmission Provider's Transmission System or (ii) upon execution of the LGIA, the point, as set forth in Appendix A to the Large Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Point of Receipt shall have the meaning ascribed in the Tariff.

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 a valid Interconnection Request by the Transmission Provider. For purposes of this definition, Transmission Provider shall consider an Interconnection Request to be valid on the date that the Interconnection Customer has satisfied all of the requirements of Section 3.3.1 of this LGIP.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this LGIP or 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, as further described in Section 3.3.4 of this LGIP.

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 and no less than 2 MW.

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

Standards of Conduct shall mean those standards adopted by the Transmission Provider that govern its transmission functions as well as communication of certain 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 (also known as the Open Access Transmission Tariff or OATT) 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, to the extent necessary, may be a Party to the Large Generator Interconnection Agreement.

Transmission Provider shall mean the transmitting utility (or its designated agent) 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 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 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 Service shall mean those services provided to the Transmission Customer under the Tariff to move energy from a Point of Receipt to a Point of Delivery.

Transmission System shall mean the alternating current transmission 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.

WECC shall mean Western Electricity Coordinating Council or its successor.

Section 2. Scope and Application

2.1 Application of Large Generator Interconnection Procedures

Sections 2 through 13 of this LGIP apply to the processing of an Interconnection Request pertaining to a Large Generating Facility, **excepting** any and all Interconnection Requests to interconnect to High Voltage Direct Current (HVDC) transmission facilities owned, controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service under the Tariff, which such requests shall be processed under a separate and distinct HVDC LGIP/LGIA.

2.2 Standardized Processing

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

Subject to the Interconnection Customer executing a confidentiality or non-disclosure agreement prior to any disclosure and further subject to the confidentiality provisions in Section 13.1 of this LGIP, Transmission Provider shall provide information on the base power flow, short circuit and stability databases including all underlying assumptions and any contingency list upon request by Interconnection Customer which may include commercially sensitive information or CEII; provided, however, that such information will not be available to Interconnection Customer prior to the Transmission Provider's completion of the Interconnection Study report. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects identified by Queue Position only and (ii)

transmission projects identified by Queue Position only, 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. Transmission Provider's acknowledgement or acceptance of an Interconnection Request from Interconnection Customer bears no relationship to Interconnection Customer's access to or the availability of Transmission Service. To request Transmission Service, Interconnection Customer must submit a separate request for Transmission Service in accordance with the Tariff.

Section 3. Interconnection Requests

3.1 General

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 to this LGIP and a refundable deposit of \$250,000 ("initial deposit") subject to the terms and conditions of this LGIP. Transmission Provider shall apply the deposit toward administrative and study costs associated with the Interconnection Request, including any administrative costs associated with the Interconnection Customer's withdrawal or default. 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 a deposit with each Interconnection Request even when more than one request is submitted for a single site. Any Interconnection Request which proposes to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate

in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer shall select the designated Point of Interconnection to be studied prior to the execution of the Interconnection Feasibility Study Agreement.

3.2 Identification of Interconnection Service

At the time the Interconnection Request is submitted, Interconnection Customer must request Energy Resource Interconnection Service. Interconnection Customer may not elect Network Resource Interconnection Service until such service is offered by Transmission Provider under a future, revised LGIP and LGIA.

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 power flow, 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 Reserved.

3.2.2.2 Reserved.

3.3 Valid Interconnection Request

3.3.1 Initiating an Interconnection Request

To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) the initial deposit required pursuant to Section 3.1, (ii) a completed application in the forms of Appendix 1 and Attachment A to Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of \$10,000. The initial deposit shall be applied toward any administrative costs and Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within fourteen (14) Calendar Days of submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, such additional deposit becomes non-refundable.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven 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 that the Interconnection Request is received by Transmission Provider by a period up to ten years or longer but only in instances where Interconnection Customer and Transmission Provider agree in writing, such agreement not to be unreasonably withheld.

3.3.2 Acknowledgment of Interconnection Request

Transmission Provider shall acknowledge receipt of the Interconnection Request within ten (10) Business Days of receipt of the request. Transmission Provider may or may not attach a copy of the received Interconnection Request to its acknowledgement submitted to Interconnection Customer.

3.3.3 Deficiencies in Interconnection Request

An Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider and Transmission Provider has determined that such items meet the requisites for a valid request. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer within ten (10) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information and/or items needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated as a withdrawal in accordance with Section 3.6.

3.3.4 Scoping Meeting

Within twenty (20) Business Days after receipt of a valid Interconnection Request, Transmission Provider shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30)

Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

Subject to the confidentiality provisions set forth in Section 13.1, the purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. Interconnection Customer shall bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting, (vi) for wind or solar facilities, generation profile data, and (vii) if the Large Generating Facility is or, as a hybrid, includes solar photovoltaic technology, a completed Attachment A to Appendix 7. 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. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection which will be studied pursuant to Section 6.1 and 6.4 only if a substitution of the designated Point of Interconnection is required. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4 OASIS Posting

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 station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date and Commercial

Operation Date; (v) the status of the Interconnection Request, including Queue Position; (vi) identification of Energy Resource Interconnection Service as the service being requested; (vii) the date of the Interconnection Request; (viii) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (ix) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an LGIA or initiates Dispute Resolution pursuant to Section 13.5. Before holding a Scoping Meeting with any Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider also shall post to its OASIS site any deviations from the study timelines set forth herein. Transmission Provider shall further post any known deviations in the Large Generating Facility's In-Service Date.

3.5 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 report 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.

3.6 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, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or action 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. If an Interconnection Customer timely disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's Interconnection Request is eliminated from the queue if and until such time that the outcome of the Dispute Resolution would restore its Queue Position. An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall be responsible to Transmission Provider for all costs that Transmission Provider prudently incurs with respect to that Interconnection Request and such costs shall be deducted from Interconnection Customer's initial deposit or, alternatively, if the remaining balance of the initial deposit is insufficient to cover all of the costs incurred by Transmission Provider, Interconnection Customer shall pay Transmission Provider within ten (10) Calendar Days from the date of its notice described above. Interconnection Customer must pay or must be deemed to have paid all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data, report or results.

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any portion of Interconnection Customer's initial deposit or study payments that exceed the costs that Transmission Provider has incurred in accordance with Section 3.1. 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 upon the conditions set forth in this Section 3.6.

Section 4. Queue Position

4.1 General

Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed.

Any change in the Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

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

Transmission Provider may allocate the cost of the common upgrades for clustered Interconnection Requests without regard to Queue Position.

4.2 Clustering

At Transmission Provider's option, Interconnection Requests may be studied serially or in clusters for the purpose of the Interconnection System Impact Study.

Clustering shall be implemented on the basis of Queue Position. If Transmission Provider elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window" shall be studied together as Energy Resource Interconnection Service. The deadline for completing all Interconnection System Impact Studies for which an Interconnection System Impact Study Agreement has been executed during a Queue Cluster Window shall be in accordance with Section 7.4, for all Interconnection Requests assigned to the same Queue Cluster Window. Transmission Provider may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Large Generating Facility.

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

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

4.3 Transferability of Queue Position

A Queue Position can be transferred only once. Such transfer is valid only if: (i) the entity assuming the Queue Position from the original Interconnection Customer acquires the specific Generating Facility identified in the Interconnection Request; (ii) the Point of Interconnection does not change; (iii) no Material Modifications are requested; and (iv) such entity acknowledges in writing that this LGIP controls, it is bound by all terms and conditions of any agreement executed between Transmission Provider and original Interconnection

Customer, and the interconnection request remains subject to all study results previously issued by or on behalf of Transmission Provider.

Transmission Provider will not treat any corporate restructure, merger or acquisition as a transfer of the Interconnection Customer's Queue Position; provided that, Interconnection Customer provides sufficient proof to the Transmission Provider of such corporate restructure, merger or acquisition. If the Interconnection Customer fails to validate its corporate restructure, merger or acquisition within sixty (60) Calendar Days of the Transmission Provider's request for such proof, the change in entity will be treated as a transfer subject to the requirements of this Section 4.3.

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 permitted within the scope of Sections 4.4.1, 4.4.2 or 4.4.5, or are determined by Transmission Provider 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 6.4, Section 7.6 and Section 8.5 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Prior to Interconnection System Impact Study Agreement

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

4.4.2 Prior to Interconnection Facilities Study Agreement

Prior to the return of the executed Interconnection Facilities Study Agreement to Transmission Provider, the modifications permitted under this Section shall include specifically: (a) additional 15 percent decrease of electrical output (MW), and (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.

4.4.3 Material Modifications

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. Any change to the Point of Interconnection, except those expressly deemed permissible under Sections 4.4, 6.1, and 7.2, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed

modification or proceed with a new Interconnection Request for such modification in accordance with Section 4.4.3.1.

4.4.3.1 Withdrawal or New Interconnection Request

Any and all Material Modifications to an existing Interconnection Request shall require a new Interconnection Request. Interconnection Customer will be required to submit a new request which incorporates the Material Modification and satisfies the requirements of Section 3. If Interconnection Customer fails to withdraw the proposed modification that results in a Material Modification within thirty (30) Calendar Days of Transmission Provider's notification, then the provisions of Section 3.6 shall be invoked.

4.4.4 Studies for Permitted Modifications

Upon receipt of Interconnection Customer's request for any modification expressly permitted under this Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, which Transmission Provider will make Reasonable Efforts to commence such studies no later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.5 Extension of Commercial Operation Date

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 No Advancement of Commercial Operation Date

Under no circumstances will the Transmission Provider permit the Interconnection Customer to change the Commercial Operation Date to a date that is earlier in time than the date specified in the Interconnection Request application.

4.5 Denial of Interconnection Request for Adverse System Impact

Transmission Provider reserves the right to deny any Interconnection Request and release a Queue Position in the unique circumstance where an Interconnection Study determines that the Interconnection will create an Adverse System Impact on facilities or systems for which no substitute or alternative Point(s) of Interconnection or any proposed addition, modification or upgrade adequately resolves the Adverse System Impact.

Section 5. Procedures for Interconnection Requests Submitted Prior to Effective Date of Large Generator Interconnection Procedures

5.1 Queue Position for Pending Requests

5.1.1 Any Interconnection Customer assigned a Queue Position prior to the effective date of this LGIP shall retain that Queue Position.

5.1.1.1 If any Interconnection Study Agreement has not been executed as of the effective date of this LGIP, then such relevant Interconnection Study, and any subsequent Interconnection Studies, shall be processed in accordance with this LGIP.

5.1.1.2 If an Interconnection Study Agreement has been executed prior to the effective date of this LGIP, such Interconnection Study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed an Interconnection Study Agreement prior to the effective date of this LGIP, Interconnection Customer's Interconnection Request and all future Interconnection Studies shall be processed and performed pursuant to the terms and conditions of this LGIP.

5.1.1.3 Within ninety (90) Calendar Days of the date that this LGIP takes effect, all Interconnection Customers with a valid Interconnection Request preceding the effective date of this LGIP shall submit to Transmission Provider the initial deposit of \$250,000 required in Section 3.1 of this LGIP less any deposit and costs invoiced by Transmission Provider under the terms of the former LGIP and any former or pending Interconnection Study Agreement executed by the Parties.

5.2 New Transmission Provider

If Transmission Provider transfers control of its Transmission System, in whole or in part, to a successor Transmission Provider during the period when an Interconnection Request is pending and affected by such transfer, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment that exceeds the cost that it incurred to evaluate the request for interconnection. Any remaining deposit or payment required by this LGIP shall be assigned to the successor Transmission Provider, 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 the original Transmission Provider has tendered a draft LGIA to Interconnection Customer but Interconnection Customer has neither executed the LGIA nor initiated Dispute Resolution pursuant to Section 13.5, Interconnection Customer must complete negotiations with the successor Transmission Provider unless mutually agreed otherwise.

Section 6. Interconnection Feasibility Study

6.1 Interconnection Feasibility Study Agreement

Simultaneously with the acknowledgement of a valid Interconnection Request, Transmission Provider shall provide to Interconnection Customer with a draft Interconnection Feasibility Study Agreement in the form of Appendix 2 for the Interconnection Customer's review and consideration. The draft Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study and that the Transmission Provider will draw on the Interconnection Customer's deposit, as provided for in Section 3.1, to perform the study.

Except in cases when the Interconnection Customer and Transmission Provider mutually agree to waive the Interconnection Feasibility Study in accordance with Section 6.1.1, within five (5) Business Days following the Scoping Meeting, Interconnection Customer shall complete and submit Attachment A to Appendix 2 to Transmission Provider to specify the designated Point of Interconnection and any reasonable alternative Point(s) of Interconnection. The Transmission Provider shall make Reasonable Efforts, within five (5) Business Days following Transmission Provider's receipt of such designation and any reasonable alternative Point(s) of Interconnection, to execute and tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. If Transmission Provider cannot execute and tender such an agreement within this time frame, Transmission Provider shall provide to Interconnection Customer an estimated date for such execution and tendering along with an explanation of the reasons why additional time is required. Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection Feasibility Study Agreement no later than thirty (30) Calendar Days after it receives the agreement from the Transmission Provider, subject to Section 3.6.

Concurrently with or before the Interconnection Customer's execution and return of the Interconnection Feasibility Study Agreement to Transmission Provider, Interconnection Customer shall provide the technical data called for in Appendix 2, Attachment A.

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.4 as applicable. For the purpose of this Section 6.1, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer, in accordance with Section 3.3.4, may direct that one of the alternative Point(s) of Interconnection specified in the Interconnection Feasibility Study Agreement shall be the substitute.

6.1.1 Waiver of Feasibility Study

If Interconnection Customer and Transmission Provider mutually agree in writing to forgo the Interconnection Feasibility Study, Transmission Provider will initiate an Interconnection System Impact Study under Section 7 of this LGIP and apply the deposit identified in Section 3.1 towards the Interconnection System Impact Study; provided that, Interconnection Customer submits a completed Attachment A to both Appendices 1 and 2 to Transmission Provider prior to executing the Interconnection System Impact Study Agreement.

6.1.2 Conversion from Feasibility Study Agreement to System Impact Study Agreement

Interconnection Customer may, at any time during Transmission Provider's performance of the Interconnection Feasibility Study, request the Transmission Provider to convert the study to an Interconnection System Impact Study subject to Transmission Provider's consent. If Transmission Provider consents to Interconnection Customer's request to convert, Transmission Provider and Interconnection Customer shall satisfy the requirements set forth in Section 7 of this LGIP to convert to a System Impact Study. Any and all costs and

expenses for the Interconnection Feasibility Study incurred by Transmission Provider prior to its receipt of Interconnection Customer's request for conversion shall be deducted from Interconnection Customer's initial deposit in accordance with Sections 3.1 and 3.3.1 of the LGIP.

6.2 Scope of Interconnection Feasibility Study

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Transmission System.

The Interconnection Feasibility Study will consider the Base Case as well as all generating facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an LGIA or have initiated Dispute Resolution pursuant to Section 13.5. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis only. The Interconnection Feasibility Study report will provide a preliminary list of facilities and a non-binding good faith estimate of cost responsibility along with a non-binding good faith estimated time to construct.

6.3 Interconnection Feasibility Study Procedures

Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Transmission Provider shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after its receipt of the Interconnection Feasibility Study Agreement that has been fully executed by the Parties. 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 Feasibility Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If

Transmission Provider is unable to complete the Interconnection Feasibility Study within that time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer with supporting documentation, relevant power flow, and short circuit databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

6.3.1 Meeting with Transmission Provider

Within twenty (20) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer, Transmission Provider will make Reasonable Efforts to meet with Interconnection Customer to discuss the results of the Interconnection Feasibility Study. If Transmission Provider cannot schedule such a meeting in this period, Transmission Provider shall provide Interconnection Customer with an estimated date and an explanation of the reason why additional time is required.

6.4 Re-study of Interconnection Feasibility Study

If re-study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1, Transmission Provider shall notify Interconnection Customer in writing.

Transmission Provider will make Reasonable Efforts to conduct such re-study within forty-five (45) Calendar Days from the date of its notice. If Transmission Provider cannot complete the re-study in this period, Transmission Provider will provide Interconnection Customer with an estimated date of completion and an explanation of why additional time is required. Any cost of re-study shall be borne by the Interconnection Customer being re-studied and shall be drawn against Interconnection Customer's initial deposit.

Section 7. Interconnection System Impact Study

7.1 Interconnection System Impact Study Agreement

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4, upon (i) the delivery of the Interconnection Feasibility Study report to Interconnection Customer or (ii) Transmission Provider's consent to Interconnection Customer's request for written waiver pursuant to Section 6.1.1 or (iii) Transmission Provider's consent to Interconnection Customer's request to convert to a System Impact Study pursuant to Section 6.1.2, which each option requires the Transmission Provider's receipt of Interconnection Customer's completed Attachment A to both Appendices 1 and 2, Transmission Provider shall provide to Interconnection Customer a draft Interconnection System Impact Study Agreement in the form of Appendix 3 to this LGIP. The Interconnection System Impact Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection System Impact Study.

Within ten (10) Business Days following the Interconnection Feasibility Study results meeting or the date of its acceptance of Interconnection Customer's request for written waiver pursuant to Section 6.1.1 or the date of its receipt of Interconnection Customer's notice to convert to a System Impact Study pursuant to Section 6.1.2, Transmission Provider shall provide to Interconnection Customer an executed Interconnection System Impact Study Agreement which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

The Transmission Provider will draw upon any remainder of the Interconnection Customer's initial deposit to perform the study. In the event that the remainder of the initial deposit is not sufficient to cover the actual costs of the Interconnection System Impact Study, including any costs incurred for re-studying the system impact of the project in accordance with Section 7.6, the Transmission Provider shall invoice Interconnection Customer for the good faith estimate to complete the study and/or re-study. Interconnection Customer shall submit payment no later than fifteen (15) Calendar Days of its receipt of the invoice. If Transmission Provider does not receive payment for

the estimated balance from Interconnection Customer within the time required above, Transmission Provider shall provide written notice in accordance with Section 3.6 and the Interconnection Customer shall be bound by the terms and time requirements in Section 3.6 to cure non-payment.

7.2 Execution of Interconnection System Impact Study Agreement

Interconnection Customer shall execute the Interconnection System Impact Study Agreement and deliver the executed Interconnection System Impact Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt, along with demonstration of Site Control or the additional posting of a \$50,000 deposit which shall be refundable without interest if and when Interconnection Customer demonstrates Site Control or withdraws its application..

If Interconnection Customer does not provide all required technical data when it delivers the Interconnection System Impact Study Agreement, Transmission Provider shall make Reasonable Efforts to notify Interconnection Customer of the deficiency. Upon its receipt of the notice of deficiency from Transmission Provider, Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice; provided, however, such deficiency does not include failure to deliver the executed Interconnection System Impact Study Agreement or deposit.

If the Interconnection System Impact Study report uncovers any unexpected result(s) not contemplated during the Scoping Meeting and, if applicable, the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection

Customer, in accordance with Section 3.3.4, may direct Transmission Provider to consider and study one of the alternative Point(s) of Interconnection specified in Attachment A to Appendix 2 as a substitute Point of Interconnection.

7.3 Scope of Interconnection System Impact Study

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an LGIA or have initiated Dispute Resolution pursuant to Section 13.5.

The Interconnection System Impact Study will consist of analyses of short circuit/fault duty, stability, power flow, reactive margin and, if deemed necessary by the Transmission Provider, harmonics and/or subsynchronous resonance (SSR). The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility along with a non-binding good faith estimated time to construct.

7.4 Interconnection System Impact Study Procedures

Transmission Provider shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.5. Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Transmission Provider shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after (1) the Interconnection System Impact Study Agreement has been fully executed by the Parties; (2) all required technical data has been submitted by Interconnection Customer; and, if applicable, (3) any portion of the actual study costs that is not covered by Interconnection Customer's initial deposit has been fully paid. If Transmission Provider uses Clustering, Transmission Provider shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

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 System Impact Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If Transmission Provider is unable to complete the Interconnection System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer with all supporting documentation, any relevant power flows, and short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Meeting with Transmission Provider

Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission Provider shall make Reasonable Efforts to meet with

Interconnection Customer to discuss the results of the Interconnection System Impact Study.

7.6 Re-study of System Impact Study

If re-study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2, Transmission Provider shall notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. If Transmission Provider is unable to complete the re-study within this time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

Section 8. Interconnection Facilities Study

8.1 Interconnection Facilities Study Agreement

Simultaneously with Transmission Provider's delivery of the Interconnection System Impact Study report or re-study report to Interconnection Customer, Transmission Provider shall provide to Interconnection Customer with a draft Interconnection Facilities Study Agreement in the form of Appendix 4 to this LGIP. The Interconnection Facilities Study Agreement shall provide that Interconnection Customer shall compensate Transmission Provider for the actual cost of the Interconnection Facilities Study. Within ten (10) Business Days following the Interconnection System Impact Study results meeting or as soon as practicable, Transmission Provider shall provide to Interconnection Customer an executed Interconnection Facilities Study Agreement which includes a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study. Within thirty (30) Calendar Days after its receipt of the foregoing documents, Interconnection Customer shall deliver to Transmission Provider (i) the fully executed Interconnection Facilities

Study Agreement, (ii) the required technical data, and (iii) the full amount of the study deposit required pursuant to Section 8.1.1.

8.1.1 Deposit and Payment For Interconnection Facilities Study

The Transmission Provider will draw upon any remainder of the Interconnection Customer's initial deposit to perform the Interconnection Facilities Study. In the event that the remainder of the initial deposit is insufficient to cover the actual costs, including any costs incurred for re-studying the facility impact in accordance with Section 8.5, the Transmission Provider shall require an additional deposit in the amount invoiced to Interconnection Customer for the good faith estimate to complete the study and/or re-study. Interconnection Customer shall submit the additional deposit no later than thirty (30) Calendar Days of its receipt of the invoice. If Transmission Provider does not receive the deposit from Interconnection Customer within the time prescribe above, the Interconnection Customer shall be bound to the terms and time requirements in Section 3.6 to cure non-payment. Any shortage between the additional deposit and the actual costs of the Interconnection Facilities Study will be invoiced to Interconnection Customer and shall be paid in accordance with the terms of the invoice, subject to Section 3.6.

8.2 Scope of Interconnection Facilities Study

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study report in accordance with Good Utility Practice and NERC/WECC reliability standards set forth in Section 13.7 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.

8.3 Interconnection Facilities Study Procedures

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 above.

Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. After receipt of an executed Interconnection Facilities Study Agreement, Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within one hundred twenty (120) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report or, alternatively, within one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate.

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 report, provide written comments to Transmission Provider, which Transmission Provider shall include in the final report. Transmission Provider shall issue the final Interconnection Facilities Study report within twenty-five (25) 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 twenty-five-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 with supporting documentation 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 twenty (20) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer or as soon as practicable, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

8.5 Re-study of Facilities Study

If re-study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, Transmission Provider shall so notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice, unless mutually agreed otherwise. Any cost of re-study shall be borne by the Interconnection Customer.

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 may offer the 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; provided, however, Transmission Provider shall not consider an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service

Date. The E&P Agreement shall provide for 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 at its sole discretion: (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 prior to taking title and possession.

Section 10. Optional Interconnection Study

10.1 Optional Interconnection Study Agreement.

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

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

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the required technical data and a \$10,000 deposit to Transmission Provider which shall be managed as a separate account from Interconnection Customer's initial deposit.

10.2 Scope of Optional Interconnection Study

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide Transmission Service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected

by Energy Resource Interconnection Service that is being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.3 Optional Interconnection Study Procedures

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

Section 11. 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 forty-five (45) Calendar Days after the comments are received or as soon as practicable, Transmission Provider shall tender a draft LGIA, together with draft appendices, attached as Appendix 6. Interconnection Customer shall execute the LGIA and return it with all completed appendices within thirty (30) Calendar Days, unless mutually agreed otherwise.

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 and Interconnection Customer shall negotiate 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 and initiate Dispute Resolution 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 pursuant to Section 13.5 within sixty (60) Calendar Days of the Transmission Provider's tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection Request pursuant to Section 3.6. Otherwise, Transmission Provider shall provide to Interconnection Customer a final LGIA within fifteen (15) Business Days after the completion of the negotiation process.

11.3 Execution and Filing

Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer shall provide Transmission Provider (A) reasonable evidence of continued Site Control or proof that it has now obtained Site Control or (B) if Site Control has not been demonstrated by reasonable evidence, post \$250,000 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's 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) the execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) the execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) a completed application for an air, water, or land use permit.

Interconnection Customer shall either: (i) execute two originals of the tendered LGIA and return both signed originals to Transmission Provider; or (ii) initiate Dispute Resolution pursuant to Section 13.5.

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 Customer 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 executed LGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance, to the extent possible, 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 but is not under any obligation to do so; provided that, Interconnection Customer commits to pay Transmission Provider: (i) any and all associated expediting costs and (ii) the cost of such Network Upgrades.

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

An Interconnection Customer with an executed LGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance, to the extent possible, 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 the Transmission Provider or other regional transmission planning process, 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 but is not under any obligation to do so; provided that, Interconnection Customer commits to pay Transmission Provider any and all associated expediting costs.

12.2.4 Amended Interconnection System Impact Study

If Transmission Provider can accommodate Interconnection Customer's request pursuant to Section 12.2.2 or 12.2.3, an amended Interconnection System Impact Study will be required 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. Any and all costs and expenses associated with this amended Interconnection System Impact Study shall be borne by Interconnection Customer.

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 best of the receiving Party's knowledge, 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 LGIP or the LGIA or violation of any provision of this LGIP; 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 this LGIP or 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

In addition to the terms and conditions of the LGIP, Transmission Provider may request Interconnection Customer, its agents, employees or assignee to execute a separate confidentiality agreement. 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 a potential purchaser or assignee 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, the Party providing

Confidential Information about the Interconnection Request 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, reliability or completeness, unless otherwise stated. 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, subject to Sections 13.1.6 and 13.1.12. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under these procedures or its regulatory or municipal requirements.

13.1.6 Order of Disclosure

If a court or a Government Authority or entity with the right, power, and apparent authority to do so requests or requires either 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 LGIP or 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.

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, 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 Regulatory Agency

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 should 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 Disclosure to Third Parties

Subject to the exception in Section 13.1.8, any Confidential Information that a Party claims contains competitively sensitive, commercial or financial information shall not be disclosed by the other Party to any person who is 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 Balancing Authority including disclosing the Confidential Information to an RTO or ISO or to a sub-regional, regional or national reliability organization, or a regional or interregional transmission 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 Information within Public Domain

Section 13 shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of the provisions hereunder).

13.1.11 Destruction of Confidential Information

Transmission Provider shall, at Interconnection Customer's election, destroy (in a confidential manner) or return the Confidential Information that is no longer needed by Transmission Provider for the Interconnection Request.

13.1.12 CPRA, Brown Act and NERC/WECC Requirements

In addition to the foregoing provisions under this Section 13.1, Interconnection Customer acknowledges that Transmission Provider is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§6250 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 *et seq.* ("Brown Act") as well as certain data sharing requirements imposed by NERC and WECC. Any data sharing with NERC or WECC shall be made pursuant to the requirements imposed by NERC and WECC and any applicable data sharing or confidentiality agreements. Requests for information made directly to Transmission Provider pursuant to CPRA will be managed in a similar manner identified within Section 13.1.9. For purposes of the Brown Act, the Parties should adhere to the provisions of Section 13.1 to maintain confidentiality.

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

Transmission Provider shall provide a good faith estimate for each Interconnection Study and Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the initial 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 the beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay such undisputed costs in accordance with the requirements set forth in Sections 7, 8 and 10 as applicable. 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 a disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice 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 report nor a notice within the applicable timeframe required under this LGIP for the relevant 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 accordance 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 data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request, subject to the confidentiality provisions 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 sole discretion. In the case of (iii), where Interconnection Customer never received the Interconnection Study report or notice that additional time is required, the Interconnection Customer maintains its right to initiate 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 draft LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study, and further 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 report 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 this LGIP or the unexecuted LGIA, 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 Notice of Dispute shall not be deemed a waiver of the requirements of, nor construed as compliance with, California Government Code Section 910 *et seq.*, or any successor statute.

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 procedures set forth in Section 13.5.2. 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 LGIP or the 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 with 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"); 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 this LGIP or the LGIA and shall have no power to modify or change any provision of this LGIP or the LGIA in any manner. If the Parties have mutually agreed to binding arbitration, 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 or federal or state law.

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 Governing Law and Venue

This LGIP and the LGIA, and all agreements hereunder shall be interpreted, governed by, and enforced in accordance with the laws of the State of California, as if executed and to be performed wholly within the State of California.

Any dispute arising out of or relating to this LGIP and the LGIA shall be brought in a state or federal court in the County of Los Angeles in the State of California. Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

13.5.6 Non-Jurisdictional Entity

Notwithstanding the form of this LGIP or the LGIA and any reference or inclusion of these documents within the Tariff, Transmission Provider is a non-public utility under section 201(f) of the Federal Power Act, 16 U.S.C. §824(f), and is subject to FERC jurisdiction only in limited circumstances pursuant to 16 U.S.C. §824j-1.

13.6 Municipal Tax Exempt Bonds

13.6.1 Transmission Providers That Own Facilities Financed by Tax Exempt and Tax Credit Bonds

This provision is applicable to those facilities that Transmission Provider has financed with municipal tax-exempt bonds, Build America Bonds (BAB), Clean Renewable Energy Bonds (“CREBS” and “New CREBs”), Qualified Energy Conservation Bonds (QECB) and other

qualified tax credit bonds (collectively “Tax Exempt and Tax Credit Bonds”). Notwithstanding any other provision of this LGIP or the LGIA, Transmission Provider shall not be required to provide Interconnection Service to Interconnection Customer pursuant to this LGIP or the LGIA if the provision of Transmission Service would jeopardize the tax-exempt status, volume cap, or any federal subsidy of any Tax Exempt or Tax Credit Bond 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 bond identified within Sections 13.6.1 used to finance its facilities that would be used in providing such Interconnection Service, it shall advise the 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 of the Transmission Provider’s Tariff.

13.7 Conformance with NERC and WECC Reliability Requirements

LADWP will require all Interconnection Customers to abide by the Applicable Reliability Standards and WECC Criteria including, but not limited to, the following:

1. Coordination of joint studies of new facilities and their impacts on the interconnected transmission systems.
2. Notification of new or modified facilities to others (those responsible for the reliability of the interconnected transmission systems) as soon as feasible.
3. Voltage level and MW and MVAR capacity or demand at point of connection.

4. Breaker duty and surge protection.
5. System protection and coordination.
6. Metering and telecommunications.
7. Grounding and safety issues.
8. Insulation and insulation coordination.
9. Voltage, Reactive Power, and power factor control.
10. Power quality impacts.
11. Equipment Ratings.
12. Synchronizing of facilities.
13. Maintenance coordination.
14. Operational issues (abnormal frequency and voltages).
15. Inspection requirements for existing or new facilities.
16. Communications and procedures during normal and emergency operating conditions.

Each of the items listed above will be addressed in LADWP's study(ies), as applicable to the specific interconnection request. More general requirements are identified within various sections of this LGIP.

**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 a Tariff.
2. This Interconnection Request is for (check one):
_____A proposed new Large Generating Facility.
_____An increase in the generating capacity or a Material Modification of an existing Generating Facility.
3. The type of interconnection service requested is Energy Resource Interconnection Service. Interconnection Customer acknowledges that no other type of Interconnection Service is offered by the Transmission Provider at this time.
4. Reserved.
5. Interconnection Customer provides the following information:
 - a. Address or location of the proposed new Large Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;
 - b. Maximum summer at ____ degrees C and winter at ____ degrees C megawatt electrical output of the proposed new Large Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;
 - c. General description of the equipment configuration;

- d. Anticipated In-Service Date for the proposed new Large Generating Facility (Day, Month, and Year);
 - e. Anticipated Commercial Operation Date (Day, Month, and Year);
 - f. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person;
 - g. Approximate location of the proposed Point of Interconnection;
 - h. Interconnection Customer Data including the information requested in Attachment A of Appendix 1;
 - i. One-line diagram/configuration layout;
 - j. GIS site coordinates of the proposed Large Generating Facility; and
 - k. If the proposed Large Generating Facility is a wind or solar or hybrid facility, acknowledgement and compliance with the provisions set forth in Appendix 7.
6. Applicable deposit amount as specified in Section 3.1 of the LGIP.
7. Evidence of Site Control as specified in the LGIP: (check one)
____ Is attached to this Interconnection Request
____ Will be provided at a later date in accordance with this LGIP
8. This Interconnection Request shall be submitted to the representative indicated below:
- [To be completed by Transmission Provider]
9. Representative of Interconnection Customer to contact:

[To be completed by Interconnection Customer]

10. This Interconnection Request is submitted by:

Name of Interconnection Customer: _____

By (signature): _____

Name (type or print): _____

Title:

Date: _____

**Attachment A to Appendix 1
Interconnection Request**

LARGE GENERATING FACILITY DATA

UNIT RATINGS

kVA _____ °C _____ Voltage _____
 Power Factor _____
 Speed (RPM) _____ Connection (e.g. Wye) _____
 Short Circuit Ratio _____ Frequency, Hertz _____
 Stator Amperes at Rated kVA _____ Field Volts _____
 Max Turbine MW _____ °C _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

Inertia Constant, H = _____ kW sec/kVA
 Moment-of-Inertia, WR^2 = _____ lb. ft.²

NOTE: This Attachment A to Appendix 1 Interconnection Request must be completed for each generator that falls within this Interconnection Request if the collection system involves equipment with combined characteristics of two or more types of generators.

REACTANCE DATA (PER UNIT-RATED KVA)

DIRECT AXIS QUADRATURE AXIS

Synchronous – saturated	X_{dv}	_____	X_{qv}	_____
Synchronous – unsaturated		X_{di}	_____	X_{qi}
Transient – saturated	X'_{dv}	_____	X'_{qv}	_____
Transient – unsaturated		X'_{di}	_____	X'_{qi}
Subtransient – saturated	X''_{dv}	_____	X''_{qv}	_____
Subtransient – unsaturated		X''_{di}	_____	X''_{qi}
Negative Sequence – saturated	X_{2v}	_____		

Negative Sequence – unsaturated	X_{2i}	_____
Zero Sequence – saturated	X_{0v}	_____
Zero Sequence – unsaturated	X_{0i}	_____
Leakage Reactance	X_{lm}	_____

FIELD TIME CONSTANT DATA (SEC)

Open Circuit	T'_{do}	_____	T'_{qo}	_____
Three-Phase Short Circuit Transient	T'_{d3}	_____	T'_q	_____
Line to Line Short Circuit Transient	T'_{d2}	_____		
Line to Neutral Short Circuit Transient	T'_{d1}	_____		
Short Circuit Subtransient	T''_d	_____	T''_q	_____
Open Circuit Subtransient	T''_{do}	_____	T''_{qo}	_____

ARMATURE TIME CONSTANT DATA (SEC)

Three Phase Short Circuit	T_{a3}	_____
Line to Line Short Circuit	T_{a2}	_____
Line to Neutral Short Circuit	T_{a1}	_____

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

MW CAPABILITY AND PLANT CONFIGURATION LARGE GENERATING FACILITY DATA

ARMATURE WINDING RESISTANCE DATA (PER UNIT)

Positive	R_1	_____
Negative	R_2	_____
Zero	R_0	_____

Rotor Short Time Thermal Capacity $I_2^2 t =$ _____
 Field Current at Rated kVA, Armature Voltage and PF = _____ amps
 Field Current at Rated kVA and Armature Voltage, 0 PF = _____ amps
 Three Phase Armature Winding Capacitance = _____ microfarad
 Field Winding Resistance = _____ ohms _____ °C

Armature Winding Resistance (Per Phase) = _____ ohms _____ °C

CURVES

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

GENERATOR STEP-UP TRANSFORMER DATA RATINGS

Capacity Self-cooled/
Maximum Nameplate
_____/_____ kVA

Voltage Ratio(Generator Side/System side/Tertiary)
_____/_____/_____ kV

Winding Connections (Low V/High V/Tertiary V (Delta or Wye))
_____/_____/_____

Fixed Taps Available

Present Tap Setting

IMPEDANCE

Positive Z_1 (on self-cooled kVA rating) _____ % _____ X/R

Zero Z_0 (on self-cooled kVA rating) _____ % _____ X/R

EXCITATION SYSTEM DATA

Identify appropriate IEEE model block diagram of excitation system and power system stabilizer (PSS) for computer representation in power system stability simulations and the corresponding excitation system and PSS constants for use in the model.

GOVERNOR SYSTEM DATA

Identify appropriate IEEE model block diagram of governor system for computer representation in power system stability simulations and the corresponding governor system constants for use in the model.

WIND GENERATORS

Number of generators to be interconnected pursuant to this Interconnection Request:

Elevation: _____ _____ Single Phase _____ Three Phase

Inverter manufacturer, model name, number, and version:

List of adjustable setpoints for the protective equipment or software:

Note: A completed General Electric Company Power Systems Load Flow (PSLF) data sheet or other compatible formats, such as IEEE and PTI power flow models, must be supplied with the Interconnection Request. If other data sheets are more appropriate to the proposed device, then they shall be provided and discussed at Scoping Meeting.

INDUCTION GENERATORS

- (*) Field Volts: _____
- (*) Field Amperes: _____
- (*) Motoring Power (kW): _____
- (*) Neutral Grounding Resistor (If Applicable): _____
- (*) I_2^2t or K (Heating Time Constant): _____
- (*) Rotor Resistance: _____
- (*) Stator Resistance: _____
- (*) Stator Reactance: _____
- (*) Rotor Reactance: _____
- (*) Magnetizing Reactance: _____
- (*) Short Circuit Reactance: _____
- (*) Exciting Current: _____
- (*) Temperature Rise: _____
- (*) Frame Size: _____
- (*) Design Letter: _____
- (*) Reactive Power Required In Vars (No Load): _____
- (*) Reactive Power Required In Vars (Full Load): _____
- (*) Total Rotating Inertia, H: _____ Per Unit on KVA Base

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

**APPENDIX 2 to LGIP
INTERCONNECTION FEASIBILITY STUDY AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, 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

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

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility 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 agreed 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 an Interconnection Feasibility Study consistent with Section 6.0 of this LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. 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 Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the LGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4 and such modifications are permitted under the LGIP, the time to complete the Interconnection Feasibility Study may be extended.
- 5.0 The Interconnection Feasibility Study report shall provide the following information:
- (i) preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (ii) preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
 - (iii) 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's initial deposit of \$250,000 will be used towards the performance of the Interconnection Feasibility Study, in accordance with Section 3.3.1 of the LGIP. Transmission Provider's

good faith estimate for completing the Interconnection Feasibility Study is \$_____.

Upon receipt of the executed Interconnection Feasibility Study Agreement from Interconnection Customer, Transmission Provider shall deduct the estimated cost of the study against Interconnection Customer's initial deposit and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study from its initial deposit.

If there is any difference between Transmission Provider's good faith estimate and the actual cost of the study, the Transmission Provider will perform a true-up and shall be debit or credit Interconnection Customer's initial deposit, as appropriate.

7.0 Miscellaneous Provisions.

7.1 Indemnification. The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or losses of any kind or nature whatsoever including, without limitation, business interruption, impairment of contract, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively, "Losses") arising by reason of or incident to or directly or indirectly related to the other Party's acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.2 Accuracy of Information. The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Interconnection Feasibility Study Agreement and the

Interconnection Feasibility Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection Feasibility Study Agreement to promptly provide the Transmission Provider with any additional information required to update the information previously provided within no less than forty-eight (48) hours.

- 7.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Interconnection Feasibility Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

FURTHERMORE, TRANSMISSION PROVIDER SHALL NOT BE LIABLE TO INTERCONNECTION CUSTOMER UNDER ANY CIRCUMSTANCES, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, WHETHER SUCH LIABILITY IS KNOWN OR UNKNOWN AT THE TIME OF SIGNING THIS AGREEMENT, OR ANY TIME THEREAFTER, FOR ANY DEATH, BODILY INJURY, AND LOSS OF USE OR DAMAGE OR DESTRUCTION OF ANY PROPERTY OR ANY BUSINESS INTERRUPTION, TO A THIRD PARTY OR TO INTERCONNECTION CUSTOMER.

INTERCONNECTION CUSTOMER DOES SO HEREBY ACKNOWLEDGE THAT IT HAS READ AND

COMPREHENDED THE FOLLOWING PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (OR ITS SUCCESSOR STATUTE) WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BEING AWARE OF SAID CODE SECTION, INTERCONNECTION CUSTOMER HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Upon execution of this Interconnection Feasibility Study Agreement, the Interconnection Customer acknowledges and accepts that it has not relied on any representations or warranties not specifically set forth herein.

- 7.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this agreement and to perform each of the terms and covenants of it. The Interconnection Customer further represents and warrants that it is not restricted or prohibited contractually or otherwise, from entering into and performing this agreement, and that the execution and performance of this agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.
- 7.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Interconnection Feasibility Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in

writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Interconnection Feasibility Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Interconnection Feasibility Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Interconnection Feasibility Study Agreement shall be modified in accordance with Section 7.12 herein.

- 7.6 Assignment. This Interconnection Feasibility Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 have been satisfied and Transmission Provider consents to such assignment, conveyance or transfer in writing.
- 7.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 7.8 Venue. All litigation arising out of, or relating to this Interconnection Feasibility Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in

the State of California and waive any defense of *forum non conveniens*.

- 7.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection Feasibility Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 7.10 Binding Effect. This Interconnection Feasibility Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Sections 4.3 of the LGIP.
- 7.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this agreement that each Party shall be responsible for its own attorney fees and costs.
- 7.12 Entire Agreement. This Interconnection Feasibility Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This agreement may be amended only by a written document signed by both Parties.
- 8.0 Termination or Withdrawal. Any request to terminate or withdraw the Interconnection Feasibility Study, excepting any requests for a conversion from an Interconnection Feasibility Study to an Interconnection System Impact Study pursuant to Section 6.1.2 of the LGIP, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 3.6 of the LGIP.

IN WITNESS WHEREOF, each signatory hereto represents that (s)he has been appropriately authorized to enter into this Interconnection Feasibility Study

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

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A to Appendix 2
Interconnection Feasibility
Study Agreement

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on _____:

Designation of Point of Interconnection and configuration to be studied:

Designation of alternative Point(s) of Interconnection and configuration, which Transmission Provider will evaluate only if a re-designation is required, subject to Sections 3.3.4, 6.1 and 6.4 of the LGIP and, where applicable, Section 6.1.1:

[The above assumptions are to be completed by Interconnection Customer, and any other assumption that might be provided by Interconnection Customer and/or Transmission Provider should be listed in the space below]

A Feasibility Study will consist of a power analysis and a short-circuit analysis, each of which will be conducted and evaluated in accordance with the data provided in Appendices 1 and 2.

Power Flow Studies will be performed by using the General Electric (GE) PSLF program.

Short-Circuit Study will be conducted by using the Siemens PTI PSS®E.

Note: All information below shall be considered preliminary at this time as it is subject to detailed design and verification later

1. One-line Diagram/Configuration Layout (to be provided by the Interconnection Customer)

2. Interconnection Transmission Line Description

Interconnection Line	R1 p.u. on 100 MVA base	X1 p.u on 100 MVA base	B p.u on 100 MVA base	R0 p.u on 100 MVA base	X0 p.u. on 100 MVA base

Interconnection Line	Length (mi.)	Conductor Type & Size	Normal Rating (MVA)	Emergency Rating (MVA)

3. Collector Substation Transformer(s)

Transformer Bank	Transformer Rating (MVA)	R1 p.u. on 100 MVA base	X1 p.u. on 100 MVA base	R0 p.u. on 100 MVA base	X0 p.u. on 100 MVA base			
	Vnorm (from)	Vnorm (to)	Tap (from)	Tap (to)	Variable Tap	Tap (max)	Tap (min)	Tap Step Size

--	--	--	--	--	--	--	--	--

4. Collector System Cable Equivalent Impedance

R1 p.u. on 100 MVA base	X1 p.u. on 100 MVA base	B p.u. on 100 MVA base	R0 p.u. on 100 MVA base	X0 p.u. on 100 MVA base	Rating (MVA)

5. Plant-level Reactive Power Compensation

Shunt Capacitor Power Compensation	Size (MVA)

Shunt Reactor Power Compensation	Size (MVA)

6. Generator Step up Transformer Equivalent

Transformer Bank	Transformer Rating (MVA)	R1 p.u. on 100 MVA base	X1 p.u. on 100 MVA base	R0 p.u. on 100 MVA base	X0 p.u. on 100 MVA base			
	Vnorm (from)	Vnorm (to)	Tap (from)	Tap (to)	Variable Tap	Tap (max)	Tap (min)	Tap Step Size

7. Generator Equivalent

Unit	Pmax MW	Pgen MW	Pmin MW	Qmax MVars	Qmin MVars	Regulated Bus

Unit	Unit Rating (MVA)	X''1 on GEN rated MVA base (in pu)	X''0 on GEN rated MVA base (in pu)	X''1 on 100 MVA base (in pu)	X''0 on 100 MVA base (in pu)	Generating Facility Auxiliary Load

APPENDIX 3 to LGIP
INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Transmission Provider "). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, 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

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

WHEREAS, Transmission Provider has completed an Interconnection Feasibility Study (the "Feasibility Study") and provided the results of said study to Interconnection Customer (*This recital to be omitted if Transmission Provider does not require the Interconnection Feasibility Study*); and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact 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 agreed 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 an Interconnection System Impact Study consistent with Section 7.0 of this LGIP in accordance with the Tariff.
- 3.0 The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
- 4.0 The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study 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 Interconnection Customer System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or any technical information provided therein, the time to complete the Interconnection System Impact Study may be extended.
- 5.0 The Interconnection System Impact Study report shall provide the following information:
 - (i) identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (ii) identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - (iii) identification of any instability or inadequately damped response to system disturbances resulting from the interconnection;

- (iv) identification of any magnitude and impacts of harmonics resulting from the interconnection;
- (v) if required by Transmission Provider, identification of any impacts of subsynchronous resonance (SSR) resulting from the interconnection; and
- (vi) 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/faulty duty, instability, power flow, reactive margin and harmonics and/or sub-synchronous resonance (SSR) issues.

6.0 Any remaining balance from Interconnection Customer's initial deposit of \$250,000 shall be used towards the performance of the Interconnection System Impact Study. Transmission Provider's good faith estimate for the time of completion of the Interconnection System Impact Study is _____, 20____, and its good faith cost estimate is \$ _____. If there is any difference between the Transmission Provider's good faith estimate and the actual cost of the study, the Transmission Provider will perform a true-up and shall debit or credit Interconnection Customer's initial deposit, as appropriate. If the remaining balance from the initial deposit is insufficient to cover all of the costs and expenses associated with the Interconnection System Impact Study including any re-study(ies), then the Transmission Provider shall invoice the Interconnection Customer for the good faith estimate and Interconnection Customer shall submit payment no later than fifteen (15) Calendar Days after it receives the invoice. If Transmission Provider does not receive payment for the estimated balance from Interconnection Customer within thirty (30) days, the Interconnection Customer shall have five (5) Business Days to cure non-payment; provided that, if Interconnection Customer fails to cure its non-payment within the five (5) Business Days, Interconnection Customer's Interconnection Request shall be treated by Transmission Provider as withdrawn in accordance with Section 3.6 of the LGIP

and Interconnection Customer shall be deemed in default of this LGIA pursuant to Article 17.

Upon receipt of the executed Interconnection System Impact Study Agreement from Interconnection Customer, Transmission Provider shall deduct the estimated cost of the study against the Interconnection Customer's initial deposit and Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study from its initial deposit.

If there is any difference between Transmission Provider's good faith estimate and the actual cost of the study, the Transmission Provider will perform a true-up and shall debit or credit Interconnection Customer's initial deposit, as appropriate.

7.0 Miscellaneous Provisions.

7.1 Indemnification. The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or losses of any kind or nature whatsoever including, without limitation, business interruption, impairment of contract, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively, "Losses") arising by reason of or incident to or directly or indirectly related to the other Party's acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.2 Accuracy of Information. The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Interconnection System Impact Study Agreement and the

Interconnection System Impact Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection System Impact Study Agreement to promptly provide the Transmission Provider with any additional information required to update the information previously provided within no less than forty-eight (48) hours.

- 7.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Interconnection System Impact Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

FURTHERMORE, TRANSMISSION PROVIDER SHALL NOT BE LIABLE TO INTERCONNECTION CUSTOMER UNDER ANY CIRCUMSTANCES, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, WHETHER SUCH LIABILITY IS KNOWN OR UNKNOWN AT THE TIME OF SIGNING THIS AGREEMENT, OR ANY TIME THEREAFTER, FOR ANY DEATH, BODILY INJURY, AND LOSS OF USE OR DAMAGE OR DESTRUCTION OF ANY PROPERTY OR ANY BUSINESS INTERRUPTION, TO A THIRD PARTY OR TO INTERCONNECTION CUSTOMER.

INTERCONNECTION CUSTOMER DOES SO HEREBY ACKNOWLEDGE THAT IT HAS READ AND

COMPREHENDED THE FOLLOWING PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (OR ITS SUCCESSOR STATUTE) WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BEING AWARE OF SAID CODE SECTION, INTERCONNECTION CUSTOMER HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Upon execution of this Interconnection System Impact Study Agreement, the Interconnection Customer acknowledges and accepts that it has not relied on any representations or warranties not specifically set forth herein.

- 7.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. The Interconnection Customer represents and warrants that it has undertaken or will cooperate with Transmission Provider in undertaking any environmental review required for its proposed project, including but not limited to the California Environmental Quality Act (CEQA) as amended and stated within Cal. Pub. Res. Code §§ 21000-21178 or any successor statute; provided however, Transmission Provider's undertaking and completion of the System Impact Study, or issuance of a system impact study report, shall neither be construed as a guarantee of an interconnection agreement nor an approval of the proposed project. The Interconnection

Customer further represents and warrants it is not restricted or prohibited contractually or otherwise, from entering into and performing this agreement, and that the execution and performance of this Agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.

- 7.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Interconnection System Impact Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Interconnection System Impact Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Interconnection System Impact Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Interconnection System Impact Study Agreement shall be modified in accordance with Section 7.12 herein.
- 7.6 Assignment. This Interconnection System Impact Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 of the LGIP have been satisfied and Transmission Provider consents to such assignment, conveyance or transfer in writing.

- 7.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 7.8 Venue. All litigation arising out of, or relating to this Interconnection System Impact Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
- 7.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection System Impact Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 7.10 Binding Effect. This Interconnection System Impact Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Sections 4.3 of the LGIP.
- 7.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
- 7.12 Entire Agreement. This Interconnection System Impact Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This Agreement may be amended only by a written document signed by both Parties.

8.0 Termination or Withdrawal. Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Interconnection System Impact Study not to exceed one year from the date that the Transmission Provider commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 3.6 of the LGIP.

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

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

By: _____

Title: _____

Date:

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

**Attachment A To Appendix 3
Interconnection System Impact
Study Agreement**

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

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study unless waived by Interconnection Customer¹, subject to any permitted modifications in accordance with Section 4.4 of the LGIP and any revised Attachment A to Appendix 2 submitted by Interconnection Customer, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied:

Designation of alternative Point(s) of Interconnection and configuration which Transmission Provider will evaluate only if a re-designation is required, subject to Sections 3.3.4, 7.2 and 7.6 of the LGIP:

Dynamic data (to be provided by Interconnection Customer) for each generator, governor, exciter, power system stabilizer, wind turbine and/or solar photovoltaic facility must be supplied in GE PSLF format.

[The above assumptions are to be completed by Interconnection Customer, and any other assumptions that might be provided by Interconnection Customer and/or Transmission Provider should be listed in the space below]

¹ If the Interconnection Feasibility Study has been waived by the Interconnection Customer in accordance with Section 6.1.1 of the LGIP, then the Interconnection System Impact System will be based upon the Scoping Meeting held on _____ and any assumptions contained within the Interconnection Customer's response to any and all data request(s) including the completed Attachment A to Appendices 1 and 2.

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

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by and between _____, a

_____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, 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

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

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

WHEREAS, 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 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 agreed 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 The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment A and the data provided in Attachment B to this Agreement.
- 4.0 The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment A), schedule for required facilities to interconnect the Large Generating Facility to the Transmission System and (ii) shall address the short circuit/fault duty, instability, power flow, reactive margin and, if required by Transmission Provider, harmonics and subsynchronous resonance (SSR) issues identified in the Interconnection System Impact Study.
- 5.0 Any remaining balance from Interconnection Customer's initial deposit of \$250,000 shall be used towards the performance of the Interconnection Facilities Study. If the remaining balance from the initial deposit is insufficient to cover all of the costs and expenses associated with the Interconnection Facilities Study, then the Transmission Provider shall invoice the Interconnection Customer for the difference between the remaining balance and Transmission Provider's good faith estimate and Interconnection Customer shall submit payment within the time identified on the invoice. If Transmission Provider does not receive payment for the estimated balance from Interconnection Customer as required, the Interconnection Customer shall have the time prescribed in Section 3.6 to cure non-payment; provided that, if Interconnection Customer fails to cure its non-payment, Interconnection Customer's

Interconnection Request shall be treated by Transmission Provider as withdrawn in accordance with Section 3.6 of the LGIP and Interconnection Customer shall be deemed in default of this LGIA pursuant to Article 17. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

Transmission Provider's good faith cost estimate is \$_____. If the good faith estimate provided by the Transmission Provider is less than the actual costs of the Interconnection Facilities Study and Interconnection Customer's remaining balance of its initial deposit is insufficient to cover all estimated or actual costs, then the Transmission Provider shall invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice, subject to the same terms and conditions set forth in the above paragraph of this Section 5.0.

Upon receipt of the executed Interconnection Facilities Study Agreement from Interconnection Customer, Transmission Provider shall deduct the estimated cost of the study against any remaining balance of Interconnection Customer's initial deposit and Interconnection Customer shall pay the actual costs of the Interconnection Facilities Study from its initial deposit; provided that, if the balance of Interconnection Customer's initial deposit is not sufficient to cover the actual costs of the study, Interconnection Customers shall pay for any study cost including re-study(ies) in accordance with the provisions of this Section 5.0.

6.0 Miscellaneous Provisions.

- 6.1 Indemnification. The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or

losses of any kind or nature whatsoever including, without limitation, business interruption, impairment of contract, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively, “Losses”) arising by reason of or incident to or directly or indirectly related to the other Party’s acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.2 Accuracy of Information. The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Interconnection Facilities Study Agreement and the Interconnection Facilities Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection Facilities Study Agreement to promptly provide the Transmission Provider with any additional information required to update the information previously provided within no less than forty-eight (48) hours.

6.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Interconnection Facilities Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION,

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

FURTHERMORE, TRANSMISSION PROVIDER SHALL NOT BE LIABLE TO INTERCONNECTION CUSTOMER UNDER ANY CIRCUMSTANCES, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, WHETHER SUCH LIABILITY IS KNOWN OR UNKNOWN AT THE TIME OF SIGNING THIS AGREEMENT, OR ANY TIME THEREAFTER, FOR ANY DEATH, BODILY INJURY, AND LOSS OF USE OR DAMAGE OR DESTRUCTION OF ANY PROPERTY OR ANY BUSINESS INTERRUPTION, TO A THIRD PARTY OR TO INTERCONNECTION CUSTOMER.

INTERCONNECTION CUSTOMER DOES SO HEREBY ACKNOWLEDGE THAT IT HAS READ AND COMPREHENDED THE FOLLOWING PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (OR ITS SUCCESSOR STATUTE) WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BEING AWARE OF SAID CODE SECTION, INTERCONNECTION CUSTOMER HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Upon execution of this Interconnection Facilities Study Agreement, the Interconnection Customer acknowledges and accepts that it has not relied on any representations or warranties not specifically set forth herein.

- 6.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. The Interconnection Customer further represents and warrants that it is not restricted or prohibited contractually or otherwise, from entering into and performing this Agreement, and that the execution and performance of this Agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.
- 6.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Interconnection Facilities Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Interconnection Facilities Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Interconnection Facilities Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Interconnection Facilities Study Agreement shall be modified in accordance with Section 6.12 herein.
- 6.6 Assignment. This Interconnection Facilities Study Agreement shall not be assigned, conveyed or transferred to any third party

unless the provisions of Section 4.3 have been satisfied and Transmission Provider consents to such assignment, conveyance or transfer in writing.

- 6.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles.
- 6.8 Venue. All litigation arising out of, or relating to this Interconnection Facilities Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
- 6.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Interconnection Facilities Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 6.10 Binding Effect. This Interconnection Facilities Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Sections 4.3 of the LGIP.
- 6.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this agreement that each Party shall be responsible for its own attorney fees and costs.

6.12 Entire Agreement. This Interconnection Facilities Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This agreement may be amended only by a written document signed by both Parties.

7.0 Termination or Withdrawal. Any request to terminate or withdraw from a study, expressly excepting any request for an extension of time on the Interconnection Facilities Study not to exceed one year from the date that the Transmission Provider commenced the study, shall be deemed as a withdrawal of the Interconnection Request in accordance with Section 3.6 of the LGIP.

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

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

Attachment A To Appendix 4
Interconnection Facilities
Study Agreement

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR
CONDUCTING 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 following number of days after of receipt of an executed copy of this Interconnection Facilities Study Agreement:

- one hundred twenty (120) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
- one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

Notwithstanding any margin of error identified above for any cost estimate, Interconnection Customer shall be responsible for any and all cost related or connected to the Interconnection Request, Transmission Provider's Interconnection Facilities and necessary upgrades, and Interconnection Customer's Interconnection Facilities.

Attachment B 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:

Bus length from generation to interconnection station:

Line length from interconnection station to Transmission Provider's transmission line.

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

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Large Generating Facility in the Transmission Provider's service area?

____Yes ____No Local provider:

Please provide proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformer Date: _____
receives back feed power

Generation Testing

Date: _____

Commercial Operation

Date: _____

**APPENDIX 5 to LGIP
OPTIONAL INTERCONNECTION STUDY AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles, a municipal corporation of the State of California ("Transmission Provider"). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, 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 _____;

WHEREAS, Interconnection Customer is proposing to establish an interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Interconnection Request; and

WHEREAS, on or after the date when Interconnection Customer receives the Interconnection System Impact Study results, Interconnection Customer has

further requested that Transmission Provider prepare an Optional Interconnection Study;

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 Optional Interconnection Study consistent with Section 10.0 of this LGIP to be performed in accordance with the Tariff.
- 3.0 The scope of the Optional Interconnection Study shall be subject to the assumptions provided by Interconnection Customer to be attached to this Agreement as Attachment A.
- 4.0 The Optional Interconnection Study shall be performed solely for informational purposes.
- 5.0 The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof that may be required to provide Transmission Service or interconnection service based upon the assumptions specified by Interconnection Customer in its Attachment A.
- 6.0 Interconnection Customer shall provide a deposit of \$10,000 for the performance of the Optional Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Optional Interconnection Study is _____, 20____.

Upon receipt of the Optional Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Optional Study.

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

7.0 Miscellaneous Provisions.

7.1 Indemnification. The Interconnection Customer shall at all times indemnify, defend, and hold harmless the Transmission Provider, its officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or losses of any kind or nature whatsoever including, without limitation, business interruption, death, bodily injury or personal injury to any person, damage or destruction or loss of use to or of any property (financial, physical, or intellectual) by or to third parties (collectively "Losses") arising by reason of or incident to or directly or indirectly related to Transmission Provider performing or causing to be performed the Optional Interconnection Study in whole or in part under this Agreement on behalf of the Interconnection Customer, except in cases of gross negligence or intentional wrongdoing by the Transmission Provider.

7.2 Accuracy of Information. The Interconnection Customer represents and warrants that, to the best of its knowledge and in accordance with Good Utility Practice, the information that it provides to the Transmission Provider in connection with this Optional Interconnection Study Agreement and the

Interconnection System Impact Study is accurate and complete. The Interconnection Customer acknowledges and accepts that it has a continuing obligation under this Interconnection System Impact Study Agreement to promptly provide the Transmission Provider with any additional information required to update the information previously provided within no less than forty-eight (48) hours.

- 7.3 Disclaimer of Warranty; Limitation of Liability and Release. In performing or causing the Optional Interconnection Study to be performed, the Transmission Provider may rely on the information provided by the Interconnection Customer and third parties, which Transmission Provider may not have any control over the veracity or accuracy of such information. For data, information and other studies submitted by the Interconnection Customer or obtained from third parties or industry sources, TRANSMISSION PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE ELECTRIC INDUSTRY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

FURTHERMORE, TRANSMISSION PROVIDER SHALL NOT BE LIABLE TO INTERCONNECTION CUSTOMER UNDER ANY CIRCUMSTANCES, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, WHETHER SUCH LIABILITY IS KNOWN OR UNKNOWN AT THE TIME OF SIGNING THIS AGREEMENT, OR ANY TIME THEREAFTER, FOR ANY DEATH, BODILY INJURY, AND LOSS OF USE OR DAMAGE OR DESTRUCTION OF ANY PROPERTY OR ANY BUSINESS INTERRUPTION, TO A THIRD PARTY OR TO INTERCONNECTION CUSTOMER.

INTERCONNECTION CUSTOMER DOES SO HEREBY ACKNOWLEDGE THAT IT HAS READ AND COMPREHENDED THE FOLLOWING PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (OR ITS SUCCESSOR STATUTE) WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH DEBTOR.”

BEING AWARE OF SAID CODE SECTION, INTERCONNECTION CUSTOMER HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Upon execution of this Optional Interconnection Study Agreement, the Interconnection Customer acknowledges and accepts that it has not relied on any representations or warranties not specifically set forth herein.

- 7.4 Representations and Warranties. The Interconnection Customer represents and warrants that it is free to enter into this Agreement and to perform each of the terms and covenants of it. The Interconnection Customer further represents and warrants that it is not restricted or prohibited contractually or otherwise, from entering into and performing this Agreement, and that the execution and performance of this Agreement by Interconnection Customer will not constitute a violation or breach of any other agreement between it and any other person or entity.

- 7.5 Force Majeure. If a Force Majeure Event prevents the Transmission Provider from fulfilling any obligations under this Optional Interconnection Study Agreement, Transmission Provider shall promptly notify the Interconnection Customer in writing, and shall suspend or modify its performance under said agreement until the Force Majeure Event, to the extent that the effect of the Force Majeure Event cannot be mitigated by use of Good Utility Practice or commercially reasonable efforts. For purposes of this Optional Interconnection Study Agreement, a “Force Majeure Event” means any event or circumstance caused by reason of Force Majeure that prevents or delays Transmission Provider’s performance under this Agreement which (a) is beyond the reasonable control of the Transmission Provider and (b) was unable to be prevented or provided against by exercising Good Utility Practice or commercially reasonable efforts. In the event that the Transmission Provider suspended its performance, it shall resume its obligations under this Optional Interconnection Study Agreement as soon as reasonably possible upon resolution of the Force Majeure Event. In the event that the Parties mutually agree to modify Transmission Provider’s performance as a result of the Force Majeure Event, this Optional Interconnection Study Agreement shall be modified in accordance with Section 7.12 herein.
- 7.6 Assignment. This Optional Interconnection Study Agreement shall not be assigned, conveyed or transferred to any third party unless the provisions of Section 4.3 of the LGIP have been satisfied and Transmission Provider consents to such assignment, conveyance or transfer in writing.
- 7.7 Governing Law. This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of

California and the City of Los Angeles, without regard to conflict of law principles.

- 7.8 Venue. All litigation arising out of, or relating to this Optional Interconnection Study Agreement, shall be brought in a court of competent jurisdiction located in Los Angeles County, in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
- 7.9 Waivers. Any waiver, which such waiver must be in writing, at any time by any Party of its rights with respect to a default under this Optional Interconnection Study Agreement, or with respect to any other matter arising in connection with said agreement, shall not be deemed a waiver with respect to any subsequent default or other matter arising in connection therewith. Any delay, short of the statutory period of limitation in asserting or enforcing any right, shall not be deemed a waiver of such right.
- 7.10 Binding Effect. This Optional Interconnection Study Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors or assigns, subject to Sections 4.3 of the LGIP.
- 7.11 Attorney Fees and Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
- 7.12 Entire Agreement. This Optional Interconnection Study Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter herein. This Agreement may be amended only by a written document signed by both Parties.

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

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

By: _____

Title: _____

Date:

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

APPENDIX 6 TO LGIP

FORM LARGE GENERATOR INTERCONNECTION AGREEMENT

APPENDIX 7 TO LGIP

**INTERCONNECTION PROCEDURES FOR A WIND GENERATING
PLANT OR SOLAR GENERATING PLANT**

This appendix sets forth procedures specific to a wind generating plant or to a solar generating plant. All other requirements of this LGIP continue to apply to interconnections of a wind generating plant or solar generating plant.

A. Special Procedures Applicable to Wind Generators

The wind plant Interconnection Customer, in completing the Interconnection Request required by section 3.3 of this LGIP, may provide to the 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 the Transmission Provider to complete the System Impact Study.

B. Special Procedures Applicable to Solar Power Generation

The solar plant Interconnection Customer, in completing the Interconnection Request required by section 3.3 of this LGIP, may provide to the Transmission Provider a set of preliminary electrical design specifications depicting the solar plant as a single equivalent inverter-based solar power generation in terms of its megawatt output (MW or real power). Upon satisfying these and other applicable Interconnection Request conditions, the solar power 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 solar power plant Interconnection Customer must submit the following: (i) completed detailed electrical design specifications; (ii) a WECC approved standard study model (standard model) if available. If the standard model for a given solar generation technology is not yet available, then the Interconnection Customer can provide vendor-specific, user-written or an equivalent model with a source code algorithm in General Electric's Engineer Programming Control Language (EPCL) that can be compiled at run time by Power System Load Flow (PSLF) platform's internal compiler; however, once a

standard model becomes available, the Interconnection Customer should begin furnishing such standard model; and (iii) other data (including collector system layout data) needed to allow the Transmission Provider to complete the System Impact Study.

Attachment A to Appendix 7
Interconnection Data for
Solar Photovoltaic Generating Plants

Solar Photovoltaic (PV) Specifications

Technologies: ___Thin Film PV ___Monocrystalline PV ___Polycrystalline PV
___Other (Specify below)

Manufacturer, Model Name, and Number_____

Total Number of PV Panels _____

Rated Maximum Power Output (kW) _____Summer _____Winter

Nominal Voltage (DC) _____V

Inverter Specifications

Manufacturer, Model Name, and

Number_____

Version Number_____

Total Number of Inverters _____

Voltage (DC) Input Range _____V

Maximum Voc (DC) _____V

Number of Phases _____

AC Voltage Range _____V

Maximum Output Current per Phase _____A

Maximum Continuous Output Power _____kW

Nominal Output Frequency _____Hz

Power Factor _____

Total Harmonic Distortion (THD) _____%

Isolation Transformer Specifications

Low Side and High Side Voltages _____/_____kV
MVA Base _____MVA Continuous Rating _____MVA
Emergency Rating _____MVA Reactance _____% or _____ p.u
Transformer Connection _____ Number of Transformers _____

Equipment Certifications

List the above components of the Solar Facility that are currently certified:

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

Certification and Standards

1. IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems.
2. UL 1703 Standard for Safety, Flat-Plate Photovoltaic Modules and Panels
3. UL 1741 Standard for Inverters, Converters, and Controllers for Use in Independent Power Systems
4. IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems.