Department of Energy
Western Area Power Administration
P.O. Box 281213
Lakewood, CO 80228-8213

March 2, 2022

VIA eTARIFF

Honorable Kimberly D. Bose
Secretary, Office of the Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Room 1A, East
Washington, D.C. 20426

Re: Western Area Power Administration
Docket No. NJ21-13-001

In compliance with the Federal Energy Regulatory Commission's (Commission) order dated January 28, 2022 (January 28 Order),[1] Western Area Power Administration (WAPA) hereby submits revisions to its amended non-jurisdictional open access transmission tariff (OATT).

I. BACKGROUND

Pursuant to 18 C.F.R. § 35.28(e) and 18 C.F.R. § 385.207, Western Area Power Administration (WAPA) submitted a filing on September 17, 2021 (September 17 Filing) proposing to modify its Large Generator Interconnection Procedures (LGIP) and Large Generator Interconnection Agreement (LGIA) to address the Commission's Order No. 845,[2] among other things. In addition, the September 17 Filing petitioned the Commission for a declaratory order finding that WAPA's proposed modifications substantially conformed to, or were superior to, the Commission's *pro forma* OATT and that they satisfied the requirements for reciprocity status.

In its January 28 Order, the Commission found that that most of WAPA's proposed modifications substantially conform with or are superior to the Commission's *pro forma* OATT,

[1] *Western Area Power Administration*, 178 FERC ¶ 61,066 (2022) (*WAPA*).
[2] *Reform of Generator Interconnection Procedures and Agreements*, Order No. 845, 163 FERC ¶ 61,043 (2018), *errata notice*, 167 FERC ¶ 61,123, *order on reh'g*, Order No. 845-A, 166 FERC ¶ 61,137, *errata notice*, 167 FERC ¶ 61,124, *order on reh'g*, Order No. 845-B, 168 FERC ¶ 61,092 (2019).

with the exception of certain language proposed by WAPA in new sections 3.3.5.2 and 3.3.6.6 of its LGIP. Specifically, in the context of these Surplus Interconnection Service-related provisions, the Commission observed that WAPA's proposed language would limit the total combined Generating Facility *Capacity* at the Point of Interconnection to the amount of Interconnection Service in the existing Interconnection Customer's LGIA, rather than limiting the total combined Generating Facility *output* as required by Order No. 845. Accordingly, the Commission's January 28 Order directed WAPA to further modify its LGIP sections 3.3.5.2 and 3.3.6.6 to conform to the aforementioned requirement.[3]

II. AMENDED OATT REVISION

WAPA's inclusion of the term Generating Facility *Capacity* in its LGIP sections 3.3.5.2 and 3.3.6.6 was inadvertent. This instant filing modifies these provisions as directed by the Commission's January 28 Order, so that the total combined Generating Facility *output* at the Point of Interconnection is limited to the amount of Interconnection Service in the existing Interconnection Customer's LGIA.

III. EFFECTIVE DATE

WAPA requests that the modifications submitted herein become effective December 15, 2021, as originally accepted by the Commission in its January 28 Order.

IV. SERVICE

WAPA shall place a notice on its Open Access Same-time Information Sites (OASIS) that it is making this filing, and will also make copies of this filing available for public inspection on its OASIS.

V. CONTENTS OF THE FILING

Along with this transmittal letter, the following document is submitted with this filing: A separate attachment file which includes a redline version of WAPA's proposed LGIP revisions described above, as compared to WAPA's currently effective LGIP that was approved in part by the Commission in Docket No. NJ21-13-000.

[3] *WAPA* at P 66.

VI. COMMUNICATION

WAPA requests that all correspondence, pleadings, and other communications concerning this filing be served upon:

Ronald J. Klinefelter
Acting General Counsel
Western Area Power Administration
Office of General Counsel
12155 W. Alameda Parkway
P.O. Box 281213
Lakewood, CO 80228-8213
(720) 962-7010
klinefelter@wapa.gov

Robert K. Kennedy
Open Access Services Compliance Advisor
Western Area Power Administration
615 S. 43rd Avenue
P.O. Box 6457
Phoenix, AZ 85005-6457
(602) 605-2527
rkennedy@wapa.gov

Dated this 2 day of March, 2022.

Respectfully submitted,

/s/ Ronald J. Klinefelter

Ronald J. Klinefelter
Acting General Counsel
Office of General Counsel
Western Area Power Administration

Attachment submitted via separate file in eTariff

ATTACHMENT L

STANDARD LARGE GENERATOR

INTERCONNECTION PROCEDURES (LGIP)

including

STANDARD LARGE GENERATOR

INTERCONNECTION AGREEMENT (LGIA)

Standard Large Generator

Interconnection Procedures (LGIP)

(Applicable to Generating Facilities that exceed 20 MW)

TABLE OF CONTENTS

Page No.

Section 1. Definitions

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

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

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

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

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

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

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

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

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

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

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

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

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

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

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

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

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

Contingent Facilities shall mean those unbuilt Interconnection Facilities, Network Upgrades, and/or planned upgrades not yet in service upon which the Interconnection Request's costs, timing, and study findings are dependent, and if delayed or not built, could cause a need for Re-Studies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities are identified in Appendix A of the Standard Large Generator Interconnection Agreement.

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

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

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean 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 effect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which the Standard Large Generator Interconnection Agreement becomes effective upon execution by the Parties.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Large Generator Interconnection Agreement to possess black start capability.

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

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

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

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

FERC shall mean the Federal Energy Regulatory Commission (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 or Surplus Interconnection Service Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request or the Surplus Interconnection Service Request, respectively, but

shall not include the Interconnection Customer's or Surplus Interconnection Service 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.

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

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

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

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

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

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Large Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any

modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

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

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

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

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

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

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Large Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

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

Interconnection Service Level shall mean the maximum amount of electrical output (MW) requested by the Interconnection Customer to be injected at the Point of Interconnection.

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

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

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

IRS shall mean the Internal Revenue Service.

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

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

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the Standard Large Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

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

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

NERC shall mean the North American Electric Reliability Council or its successor organization.

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

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

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

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

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

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

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

Permissible Technological Advancement shall mean modification to equipment that: (1) results in electrical performance that is equal to or better than the electrical performance expected prior to the technology change; (2) does not cause any reliability concerns; (3) does not degrade the electrical characteristics of the generating equipment, e.g., the ratings, impedances, efficiencies, capabilities, and performance of the equipment under steady-state and dynamic conditions; and (4) does not have a material impact on the cost or timing of any Interconnection Request with a later queue priority date, and is therefore not a Material Modification. A Permissible Technological Advancement is a change in equipment that may achieve cost or grid performance efficiencies, and it may include turbines, inverters, plant supervisory controls or other devices that could affect a Generating Facility's ability to provide Ancillary Services but does not include changes in generation technology type or fuel type, e.g., wind to solar or natural gas to wind.

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

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

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

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

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

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

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

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

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

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Large Generator Interconnection Agreement. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Stand Alone Network Upgrade within fifteen (15) Calendar Days of its determination.

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

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

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Large Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized, the total amount of Interconnection Service at the Point of Interconnection would remain the same.

Surplus Interconnection Service Agreement shall mean the agreement for Surplus Interconnection Service established among the Transmission Provider, the Surplus Interconnection Service Customer, and the existing Interconnection Customer at the Point of Interconnection if that entity or its affiliate is not the Surplus Interconnection Service Customer. The Surplus Interconnection Service Agreement shall take the form of the Large Generator Interconnection Agreement, modified for Surplus Interconnection Service purposes.

Surplus Interconnection Service Customer shall mean either the Interconnection Customer to the original LGIA with unneeded Interconnection Service or the entity that proposes to utilize Surplus Interconnection Service.

Surplus Interconnection Service Facilities Study shall mean the study performed in situations where additional Interconnection Facilities are identified by the Transmission Provider as being required to support the requested Surplus Interconnection Service.

Surplus Interconnection Service Facilities Study Agreement shall mean the agreement for conducting the Surplus Interconnection Service Facilities Study. The Surplus Interconnection Service Facilities Study Agreement shall be similar in form to Appendix 4 of this LGIP.

Surplus Interconnection Service System Impact Study shall mean a study conducted by the Transmission Provider consisting of reactive power, short circuit/fault duty, stability analyses,

and any other appropriate studies necessary for the Transmission Provider to demonstrate reliable operation of the Surplus Interconnection Service on the Transmission System.

Surplus Interconnection Service System Impact Study Agreement shall mean the agreement for conducting the Surplus Interconnection Service System Impact Study. The Surplus Interconnection Service System Impact Study Agreement shall be similar in form to Appendix 3 of this LGIP.

Surplus Interconnection Service Request shall mean a request for Surplus Interconnection Service submitted by a Surplus Interconnection Service Customer.

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

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

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

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

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

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider or Transmission Owner that are used to provide transmission service under the Tariff.

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

Section 2. Scope and Application

2.1 Application of Standard Large Generator Interconnection Procedures.
Sections 2 through 13 apply to processing an Interconnection Request pertaining to a Large Generating Facility.

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

2.3 Base Case Data.
Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website, subject to confidentiality provisions in LGIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study for which the Interconnection Customer has a valid Interconnection Request and be representative of current system conditions with assumed higher queued generation and transmission additions. If Transmission Provider posts this information on a password-protected website, a link to the information must be provided on Transmission Provider's OASIS site. Transmission Provider is permitted to require that Interconnection Customers, OASIS site users and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects that are proposed for the 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.

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 $10,000. Transmission Provider shall apply the deposit toward the cost of the Scoping Meeting and an Interconnection Feasibility Study. 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. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

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

Interconnection Customer may request an Interconnection Service Level below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the Interconnection Service Level requested for purposes of Interconnection Facilities, Network Upgrades, and associated costs, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the system, with the study costs borne by the Interconnection Customer. If after the additional studies are complete, Transmission Provider determines that additional Network Upgrades are necessary, then Transmission Provider must: (1) specify which additional Network Upgrade costs are based on which studies; and (2) provide a detailed explanation of why the additional Network Upgrades are necessary. Any Interconnection Facility and/or Network Upgrade costs required for safety and reliability also will be borne by the Interconnection Customer. Interconnection Customers may be subject to additional control technologies as well as testing and validation of those technologies consistent with Article 6 of the LGIA. The necessary control technologies and protection systems shall be established in Appendix C of the executed LGIA. The provisions related to requests and studies for an Interconnection Service Level below the Generating Facility Capacity are set forth in Sections 3.1, 6.3, 7.3, and 8.2 of this LGIP, and in Section 5.j of Appendix 1 to this LGIP.

3.2 Identification of Types of Interconnection Services.

At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection Customer requesting Network Resource Interconnection Service may also request that it be concurrently studied for Energy Resource Interconnection Service, up to the point when an Interconnection Facilities Study Agreement is executed. Interconnection Customer may then elect to proceed with Network Resource Interconnection Service or to proceed under a lower Interconnection Service Level to the extent that only certain upgrades will be completed.

3.2.1 Energy Resource Interconnection Service.

3.2.1.1 The Product. Energy Resource Interconnection Service allows Interconnection Customer to connect the Large Generating Facility to the Transmission System and be eligible to deliver the Large

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

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

3.2.2 Network Resource Interconnection Service.

3.2.2.1 The Product. Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Large Generating Facility (1) in a manner comparable to that in which Transmission Provider integrates its generating facilities to serve native load customers; or (2) in an ISO or RTO with market based congestion management, in the same manner as Network Resources. Network Resource Interconnection Service allows Interconnection Customer's Large Generating Facility to be designated as a Network Resource, up to the Large Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur.

3.2.2.2 The Study. The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Large Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such Large Generating Facility's interconnection is also studied with Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Large Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources are displaced by the output of Interconnection Customer's Large

Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery. The Transmission Provider may also study the Transmission System under non-peak load conditions. However, upon request by the Interconnection Customer, the Transmission Provider must explain in writing to the Interconnection Customer why the study of non-peak load conditions is required for reliability purposes.

3.3 Utilization of Surplus Interconnection Service.

Transmission Provider's process in this Section 3.3 allows an Interconnection Customer to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The original Interconnection Customer or one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its affiliates does not exercise its priority, then that service may be made available to other potential Interconnection Customers.

3.3.1 Surplus Interconnection Service Requests.

Surplus Interconnection Service Requests may be made by the existing Interconnection Customer whose Generating Facility is already interconnected or one of its affiliates. Surplus Interconnection Service Requests also may be made by another Interconnection Customer. Transmission Provider shall provide a process for evaluating Interconnection Requests for Surplus Interconnection Service. Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original Interconnection System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the Surplus Interconnection Service Request. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

All notifications and requests for Surplus Interconnection Service shall be submitted utilizing Appendix 1 to this LGIP and in accordance with Transmission Provider's business practice(s) posted on its OASIS website, and shall be processed outside of the interconnection queue. In order to deem a Surplus Interconnection Service Request valid and complete, a deposit of $25,000 must be received by Transmission Provider. The Surplus Interconnection Service Request shall be reviewed to determine whether it qualifies as such, including but not limited to whether the existing Point of

Interconnection has unused capacity equal to or greater than the requested surplus capacity. Transmission Provider will notify the Surplus Interconnection Service Customer as to whether its Surplus Interconnection Service Request is valid, as further described in Section 3.3.2 below. If the Surplus Interconnection Service Request is not valid, the notification to the Surplus Interconnection Service Customer will include an explanation of why it is not valid. Once a Surplus Interconnection Service Request has been deemed valid, Transmission Provider will assign a unique identification number, distinct from the numbers assigned for the existing interconnection queue, for the purpose of tracking the Surplus Interconnection Service Request and assigning priority in relation to other Surplus Interconnection Service Requests.

3.3.2 Customer Identification.

If the Surplus Interconnection Service Customer is not the existing Interconnection Customer at the Point of Interconnection (Existing Customer) or an affiliate of the Existing Customer, Transmission Provider will contact the Existing Customer and inform it that a Surplus Interconnection Service Request has been made that will potentially impact its existing LGIA.

3.3.2.1 If the Surplus Interconnection Service Customer is not the Existing Customer or an affiliate of the Existing Customer, the following conditions must be met for the Surplus Interconnection Service Request to be considered valid:

(a) The Existing Customer must agree in writing to allow the Surplus Interconnection Service Customer to use the Surplus Interconnection Service; and

(b) The Existing Customer shall stipulate the amount of Surplus Interconnection Service that is available and when that service is available, and shall describe any other conditions under which Surplus Interconnection Service at the Point of Interconnection may be used.

3.3.3 Surplus Interconnection Service System Impact Study.

3.3.3.1 Within ten (10) Business Days following notification of a valid application for Surplus Interconnection Service, Transmission Provider will tender to the Surplus Interconnection Service Customer a Surplus Interconnection Service System Impact Study Agreement, which includes a good faith estimate of the estimated timeframe for completing the Surplus Interconnection Service System Impact Study. The Surplus Interconnection Service System Impact Study Agreement shall specify that the Surplus Interconnection Service Customer is responsible for the actual cost of the Surplus Interconnection Service System Impact Study.

3.3.3.2 The Surplus Interconnection Service Customer shall execute and deliver the Surplus Interconnection Service System Impact Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt, together with an additional $25,000 deposit to be used in preparation of the Surplus Interconnection Service System Impact Study and report.

3.3.3.3 Transmission Provider will evaluate the original Interconnection System Impact Study for the existing service at the Point of Interconnection to determine its suitability for use in the evaluation of the Surplus Interconnection Service Request. In addition, if required, Transmission Provider will perform those analyses described in Section 3.3.1 to evaluate the capability at the existing Point of Interconnection for Surplus Interconnection Service. These analyses will identify any required Interconnection Facilities, Network Upgrades, or necessary control technologies.

3.3.3.4 Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service study(ies) described in this Section 3.3.3 within ninety (90) Calendar Days. If Transmission Provider anticipates that the Surplus Interconnection Service study(ies) will not be completed within the required time, the Surplus Interconnection Service Customer will be notified and provided an estimate of the expected date of completion. After the completion of the study(ies), Transmission Provider will provide the Surplus Interconnection Service Customer a report indicating what Interconnection Facilities and necessary control technologies, if any, will be required to provide Surplus Interconnection Service. If any additional Network Upgrades are identified as being required for Surplus Interconnection Service, the Surplus Interconnection Service Request will be denied, and the Surplus Interconnection Service Customer may submit a new Interconnection Request in accordance with Section 3.4 of this LGIP.

Transmission Provider is required to perform an environmental review of the Surplus Interconnection Service Request, including review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, et seq., insofar as the Surplus Interconnection Service Request pertains to the interconnection of a Generating Facility to Transmission Provider's Transmission System and, if applicable, requires the construction of Interconnection Facilities. Therefore, Transmission Provider will use Reasonable Efforts to tender, within fifteen (15) Calendar Days of providing an Surplus Interconnection Service System Impact Study report to the Surplus Interconnection Service Customer, an environmental review agreement authorizing

Transmission Provider, at the Surplus Interconnection Service Customer's expense, to perform an environmental review of the proposed interconnection, including review under NEPA, and setting forth the Surplus Interconnection Service Customer's responsibilities in connection with such environmental review. The Surplus Interconnection Service Customer shall execute the environmental review agreement and return it, along with the required funds set forth in the agreement, to Transmission Provider within thirty (30) Calendar Days of receipt of the final version offered for execution. If an executed environmental review agreement and the required funds are not provided in the manner set forth above, the Surplus Interconnection Service Request shall be deemed withdrawn. A Surplus Interconnection Service Customer shall have no right to cure the failure to deliver the executed environmental review agreement or the required funds in the timeframe identified above. If the costs incurred by Transmission Provider are less than the deposit submitted by the Surplus Interconnection Service Customer, Transmission Provider will refund the difference, without interest, as soon as the necessary vouchers may be prepared. In addition, if at any time prior to the issuance of Transmission Provider's final NEPA decisional document the Surplus Interconnection Service Customer fails to comply with the terms of the environmental review agreement, Transmission Provider reserves the right to deem the Surplus Interconnection Service Request withdrawn.

If no Interconnection Facilities or necessary control technologies are required, the Surplus Interconnection Service Customer will have thirty (30) Calendar Days after receiving the report to determine if it will negotiate a Surplus Interconnection Service Agreement. If the Surplus Interconnection Service Customer does not seek to negotiate a Surplus Interconnection Service Agreement, its Surplus Interconnection Service Request will be deemed withdrawn.

3.3.4 Surplus Interconnection Service Facilities Study.

3.3.4.1 If the Surplus Interconnection Service System Impact Study report developed under Section 3.3.3 above identifies any Interconnection Facilities and/or control technologies as necessary for the utilization of the Surplus Interconnection Service, Transmission Provider will tender to the Surplus Interconnection Service Customer a Surplus Interconnection Service Facilities Study Agreement simultaneously with the delivery of the report. The Surplus Interconnection Service Facilities Study Agreement shall provide that the Surplus Interconnection Service Customer shall compensate Transmission Provider for the actual cost of the Surplus Interconnection Service Facilities Study.

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

3.3.4.3 Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service Facilities Study and issue the report within ninety (90) Calendar Days after the receipt of the Surplus Interconnection Service Facilities Study Agreement and required study deposit, with a +/- 20 percent cost estimate contained in the report. If Transmission Provider is unable to complete the Surplus Interconnection Service Facilities Study within the time required, it will notify the Surplus Interconnection Service Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

3.3.4.4 The Surplus Interconnection Service Customer will have thirty (30) Calendar Days after receiving the Surplus Interconnection Service Facilities Study report to determine if it will negotiate a Surplus Interconnection Service Agreement. If the Surplus Interconnection Service Customer does not seek to negotiate a Surplus Interconnection Service Agreement, its Surplus Interconnection Service Request will be deemed withdrawn.

3.3.5 Surplus Interconnection Service Agreement.

3.3.5.1 If the Surplus Interconnection Service Customer requests to negotiate a Surplus Interconnection Service Agreement as provided for in Sections 3.3.3.4 or 3.3.4.4 above, Transmission Provider will tender to the Surplus Interconnection Service Customer a draft Surplus Interconnection Service Agreement within sixty (60) Calendar Days. The Surplus Interconnection Service Customer and Existing Customer (if the Existing Customer or its affiliate is not the Surplus Interconnection Service Customer) shall provide comments to Transmission Provider within thirty (30) Calendar Days following receipt of the draft Surplus Interconnection Service Agreement.

3.3.5.2 Transmission Provider, the Existing Customer (if the Existing Customer or its affiliate is not the Surplus Interconnection Service Customer), and the Surplus Interconnection Service Customer shall coordinate as necessary to establish the necessary conditions of Surplus Interconnection Service, such as the term of operation, the limitation on total combined Generating Facility ~~Capacity~~ output at

the Point of Interconnection, if applicable, and the mode of operation for energy production (i.e., common or singular operation), and to establish the roles and responsibilities of the Parties for maintaining the operation of the Interconnection Facilities.

3.3.5.3 Transmission Provider shall decide whether to offer to the applicable Parties a final Surplus Interconnection Service Agreement based on the conclusions Transmission Provider reaches in a record of decision under NEPA, or other such appropriate NEPA document, concerning the Surplus Interconnection Service Request; provided, that this decision shall not be subject to dispute resolution. If Transmission Provider decides to offer a final Surplus Interconnection Service Agreement, Transmission Provider shall use Reasonable Efforts to do so with thirty (30) Calendar Days after the relevant record of decision under NEPA, or other such appropriate NEPA document, has been completed.

If Transmission Provider decides to offer a final Surplus Interconnection Service Agreement, Transmission Provider shall have that final agreement executed by the applicable Parties.

3.3.6 Conditions Applicable to Surplus Interconnection Service.

3.3.6.1 Surplus Interconnection Service shall only be available at the pre-existing Point of Interconnection of the Existing Customer.

3.3.6.2 Surplus Interconnection Service may be offered under a variety of circumstances, including, for example, on a continuous basis (i.e., a specific number of MW of Surplus Interconnection Service always available for use by a co-located Generating Facility) or on a scheduled, periodic basis (i.e., a specified number of MW available intermittently). This includes situations where existing Generating Facilities operate infrequently (e.g., peaking units) or often operate below their full Generating Facility Capacity (e.g., variable energy resources).

3.3.6.3 Surplus Interconnection Service cannot be offered until all facilities required for the Existing Customer's Interconnection Service (including all Contingent Facilities) are constructed and in service.

3.3.6.4 Surplus Interconnection Service cannot be offered if the Existing Customer's Generating Facility is scheduled to retire and permanently cease Commercial Operation before the Surplus Interconnection Service Customer's Generating Facility begins Commercial Operation.

Furthermore, Surplus Interconnection Service generally shall no longer be available when the Existing Customer's Generating Facility retires and permanently ceases Commercial Operation. However, in accordance with the requirements set forth in Order No. 845, et seq., Transmission Provider will permit a limited continuation of Surplus Interconnection Service for up to one (1) year after such retirement and cessation when the following conditions are met:

(a) The Surplus Interconnection Service Customer's Generating Facility was studied by Transmission Provider for sole operation at the Point of Interconnection at the time of the interconnection of the Surplus Service Interconnection customer; and

(b) The Existing Customer (which is also now the retiring Interconnection Customer) agreed in writing that the Surplus Interconnection Service Customer may continue to operate at either its limited share of the Existing Customer's Generating Facility Capacity in the Existing Customer's LGIA, as reflected in its Surplus Interconnection Service Agreement, or at any level below such limit upon the retirement and permanent cessation of Commercial Operation of the Existing Customer's Generating Facility.

If both these conditions are not met, then the Surplus Interconnection Service Agreement shall be drafted to, and shall, terminate simultaneously with the termination of the Existing Customer's LGIA from which the associated Surplus Interconnection Service is provided.

Interconnection Customers are under no obligation to choose Surplus Interconnection Service rather than seeking their own stand-alone Interconnection Service directly from Transmission Provider. Consequently, Interconnection Customers requiring greater up-front assurance that their Interconnection Service will not be affected by the retirement of another Generating Facility should carefully consider whether Surplus Interconnection Service is the correct service for their particular needs.

3.3.6.5 If the Existing Customer's LGIA provides for Energy Resource Interconnection Service, any associated Surplus Interconnection Service Requests may only be for Energy Resource Interconnection Service. If the Existing Customer's LGIA provides for Network Resource Interconnection Service, any associated Surplus Interconnection Service Requests may be for either Energy Resource

Interconnection Service or Network Resource Interconnection Service.

3.3.6.6 If the use of Surplus Interconnection Service increases the total Generating Facility ~~Capacity~~ output at a Point of Interconnection, the total combined Generating Facility ~~Capacity~~ output at that Point of Interconnection for both the Existing Customer and the Surplus Interconnection Service Customer is limited to and shall not exceed the maximum Interconnection Service Level allowed under the Existing Customer's LGIA.

3.3.6.7 The use of Surplus Interconnection Service does not convey any promise of or right to transmission service.

3.3.7 Dispute Resolution.
In the case of disagreement between the Parties involved in this Surplus Interconnection Service process, all dispute resolution procedures are available, including that: the Parties may submit a Notice of Dispute pursuant to Subsection 13.5.1 of this LGIP; the Parties may reach mutual agreement to pursue the arbitration process under Section 13.5 of this LGIP; or the Parties may file a request for non-binding dispute resolution pursuant to Subsection 13.5.5 of this LGIP.

3.4 Valid Interconnection Request.

3.4.1 Initiating an Interconnection Request.
To initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) a $10,000 deposit, (ii) a completed application in the form of Appendix 1, and (iii) demonstration of Site Control or a posting of an additional deposit of $10,000. Such deposits shall be applied toward the Scoping Meeting and any Interconnection Studies pursuant to the Interconnection Request. If Interconnection Customer demonstrates Site Control within the cure period specified in Section 3.4.3 after submitting its Interconnection Request, the additional deposit shall be refundable; otherwise, all such deposit(s), additional and initial, become non-refundable.

The expected In-Service Date of the new Large Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for 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 the Interconnection

Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

3.4.2 Acknowledgment of Interconnection Request.
Transmission Provider shall use Reasonable Efforts to acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

3.4.3 Deficiencies in Interconnection Request.
An Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall use Reasonable Efforts to notify Interconnection Customer within five (5) 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 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 3.4.3 shall be treated in accordance with Section 3.7.

3.4.4 Scoping Meeting.
Transmission Provider shall use Reasonable Efforts to establish within ten (10) Business Days after receipt of a valid Interconnection Request a date agreeable to Interconnection Customer for the Scoping Meeting.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission 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. The duration of the meeting shall be sufficient to accomplish its purpose.

3.4.5 Environmental Review Agreement.

Unless otherwise agreed, Transmission Provider shall use Reasonable Efforts to tender, within 15 Calendar Days of providing an Interconnection System Impact Study report to Interconnection Customer, an environmental review agreement authorizing Transmission Provider, at Interconnection Customer's expense, to perform environmental review of the proposed interconnection, including review under NEPA, 42 U.S.C. § 4321, et seq., as amended, and setting forth Interconnection Customer's responsibilities in connection with such environmental review. Interconnection Customer shall execute the environmental review agreement and return it, along with the required funds set forth in the agreement, to the Transmission Provider within 30 Calendar Days of receipt of the final version offered for execution. If an executed environmental review agreement and the required funds are not provided in the manner set forth above, the Interconnection Request shall be deemed withdrawn. An Interconnection Customer shall have no right to cure the failure to deliver the executed environmental review agreement or the required funds in the timeframe identified above. If the costs incurred by Transmission Provider are less than the deposit submitted by Interconnection Customer, Transmission Provider shall refund the difference, without interest, as soon as the necessary vouchers may be prepared. In addition, if at any time prior to the issuance of Transmission Provider's final NEPA decisional document the Interconnection Customer fails to comply with the terms of the environmental review agreement, Transmission Provider reserves the right to deem the Interconnection Request withdrawn.

3.5 OASIS Posting.

3.5.1 Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by county and state; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; and (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. Except in the case of an Affiliate, the list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an LGIA. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Interconnection Study reports and Optional Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable

study results. Transmission Provider shall also post any known deviations in the Large Generating Facility's In-Service Date.

3.5.2 Requirement to Post Interconnection Study Metrics.

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

3.5.2.1 Interconnection Feasibility Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than forty-five (45) Calendar Days after receipt by Transmission Provider of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by Transmission Provider more than forty-five (45) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Interconnection Feasibility Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the date when Transmission Provider received the executed Interconnection Feasibility Study Agreement to the date when Transmission Provider provided the completed Interconnection Feasibility Study to the Interconnection Customer,

(E) Percentage of Interconnection Feasibility Studies exceeding forty-five (45) Calendar Days to complete this reporting

quarter, calculated as the sum of 3.5.2.1(B) plus 3.5.2.1(C) divided by the sum of 3.5.2.1(A) plus 3.5.2.1(C)).

3.5.2.2 Interconnection System Impact Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection System Impact Studies completed within Transmission Provider's coordinated region during the reporting quarter,

(B) Number of Interconnection Requests that had Interconnection System Impact Studies completed within Transmission Provider's coordinated region during the reporting quarter that were completed more than ninety (90) Calendar Days after receipt by Transmission Provider of the Interconnection Customer's executed Interconnection System Impact Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection System Impact Studies where such Interconnection Requests had executed Interconnection System Impact Study Agreements received by Transmission Provider more than ninety (90) Calendar Days before the reporting quarter end,

(D) Mean time (in days), Interconnection System Impact Studies completed within Transmission Provider's coordinated region during the reporting quarter, from the date when Transmission Provider received the executed Interconnection System Impact Study Agreement to the date when Transmission Provider provided the completed Interconnection System Impact Study to the Interconnection Customer,

(E) Percentage of Interconnection System Impact Studies exceeding ninety (90) Calendar Days to complete this reporting quarter, calculated as the sum of 3.5.2.2(B) plus 3.5.2.2(C) divided by the sum of 3.5.2.2(A) plus 3.5.2.2(C)).

3.5.2.3 Interconnection Facilities Studies Processing Time.

(A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within Transmission Provider's coordinated region during the reporting quarter and tendered to the Interconnection Customer in draft form,

(B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within Transmission Provider's coordinated region during the reporting quarter that were completed and tendered to the Interconnection Customer in draft form more than ninety (90) or one hundred eighty (180) Calendar Days, as appropriate for that study, after receipt by Transmission Provider of the Interconnection Customer's executed Interconnection Facilities Study Agreement,

(C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Interconnection Facilities Studies Agreement received by Transmission Provider more than ninety (90) or one hundred eighty (180) Calendar Days, as appropriate for that study, before the reporting quarter end,

(D) Mean time (in days), for Interconnection Facilities Studies completed within Transmission Provider's coordinated region during the reporting quarter, calculated from the date when Transmission Provider received the executed Interconnection Facilities Study Agreement to the date when Transmission Provider provided the completed draft Interconnection Facilities Study to the Interconnection Customer,

(E) Percentage of delayed Interconnection Facilities Studies this reporting quarter, calculated as the sum of 3.5.2.3(B) plus 3.5.2.3(C) divided by the sum of 3.5.2.3(A) plus 3.5.2.3(C)).

3.5.2.4 Interconnection Service Requests Withdrawn from Interconnection Queue.

(A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,

(B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of any interconnection studies or execution of any interconnection study agreements,

(C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the

reporting quarter before completion of an Interconnection System Impact Study,

(D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection Facilities Study,

(E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a generator interconnection agreement or Interconnection Customer requests the filing of an unexecuted, new interconnection agreement,

(F) Mean time (in days), for all withdrawn Interconnection Requests, from the date when the request was determined to be valid to when Transmission Provider received the request to withdraw from the queue.

3.5.3 Transmission Provider is required to post on OASIS or its website the measures in paragraph 3.5.2.1(A) through paragraph 3.5.2.4(F) for each calendar quarter within thirty (30) Calendar Days of the end of the calendar quarter. Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years with the first required report to be for the first quarter of calendar year 2022. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

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

(i) Transmission Provider must post on the OASIS a report describing the reason for each study or group of clustered studies pursuant to an Interconnection Request that exceeded its deadline (i.e., 45, 90 or 180 days) for completion (excluding any allowance for Reasonable Efforts). Transmission Provider must describe the reasons for each study delay and any steps taken to remedy these specific issues and, if applicable, prevent such delays in the future.

(ii) Transmission Provider shall aggregate the total number of employee-hours and third party consultant hours expended towards interconnection

studies within its coordinated region that quarter and post on OASIS or its website. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. This information is to be posted within thirty (30) Calendar Days of the end of the calendar quarter.

3.6 Coordination with Affected Systems.

Transmission Provider will coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this LGIP. Transmission Provider will include such Affected System Operators in all meetings held with Interconnection Customer as required by this LGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Transmission Provider which may be an Affected System shall cooperate with Transmission Provider with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.7 Withdrawal.

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of this LGIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to notify Transmission Provider of its intent to pursue Dispute Resolution. The failure to submit an agreement and/or required funds in accordance with a deadline cannot be cured by the Interconnection Customer providing the agreement and/or required funds to the Transmission Provider during the fifteen (15) Business Days after receipt of a withdrawal notice.

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

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any portion of Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

3.8 Identification of Contingent Facilities.

As part of the Interconnection System Impact Study, Transmission Provider shall identify Contingent Facilities using the following methods:

(1) Review all additions, modifications, and upgrades to Transmission Provider's Transmission System that are part of Transmission Provider's transmission expansion plan, and facilities identified as Network Upgrades through the Interconnection System Impact Studies for higher queued Interconnection Requests that are not yet in service. Contingent Facilities shall be identified from this list of facilities that meet the following criteria:

a. Power Transfer Distribution Factor or Outage Transfer Distribution Factor ≥ 5%; or
b. MVA impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 5MVA; or
c. MVA impact (Power Transfer Distribution Factor or Outage Transfer Distribution Factor multiplied by generator output of the Interconnection Request) ≥ 1% of the facility rating.

(2) Coordination with applicable Affected System parties to determine what Contingent Facilities have been identified through Affected System studies based on their respective criteria.

The Contingent Facilities identified for a given Interconnection Request are the total of all facilities through each of the foregoing methods. Interconnection Customer will be provided a list of all Contingent Facilities to be provided to Interconnection Customer at the conclusion of the System Impact Study and included in Interconnection Customer's Large Generator Interconnection Agreement. Transmission Provider shall also provide, upon request of the Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility when this information is readily available and not commercially sensitive.

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 3.4.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under 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 without regard to the nature of the underlying Interconnection Service, whether Energy Resource Interconnection Service or Network 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.
With Transmission Provider's approval, an Interconnection Customer may transfer its Queue Position to another entity, but only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

4.4 Modifications.
Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2 or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

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

4.4.1 Prior to the return of the executed Interconnection System Impact Study Agreement to 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, through either (1) a decrease in Generating Facility Capacity (MW) or (2) a decrease in Interconnection Service Level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (b) modifying the technical parameters associated with the Large Generating Facility technology or the Large Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.

4.4.2 Prior to the return of the executed Interconnection Facilities Study Agreement to Transmission Provider, the modifications permitted under this Section shall include specifically: (a) an additional decrease of up to 15 percent of electrical output of the proposed project through either (1) a decrease in Generating Facility Capacity (MW) or (2) a decrease in Interconnection Service Level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (b) Large Generating Facility technical parameters associated with modifications to Large Generating Facility technology and transformer impedances; and (c) a

Permissible Technological Advancement for the Large Generating Facility after the submission of the Interconnection Request. The incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2(c) is a Material Modification. Section 1 contains a definition of Permissible Technological Advancement.

4.4.3 Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2, and 4.4.5, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere or otherwise initiated under mutual agreement between Transmission Provider and Interconnection Customer, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall use Reasonable Efforts to commence and perform any necessary additional studies within thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost.

4.4.5 Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Large Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing.

4.4.6 Technological Change Procedure.

Prior to the return of an executed Interconnection Facilities Study Agreement, the only modification permitted other than what is allowed per Section 4.4 – Modifications without potentially affecting Interconnection Customer's Queue Position, is a Permissible Technological Advancement. The Technological Change Procedure as outlined below sets forth the requirements for an Interconnection Customer to submit a Permissible Technological Advancement request and Transmission Provider's responsibilities for determining whether Interconnection Customer's proposed technological advancement is a Permissible Technological Advancement.

4.4.6.1 If an Interconnection Customer seeks to incorporate a technological advancement into its existing Interconnection Request, Interconnection Customer must submit a Permissible Technological Advancement request to Transmission Provider prior to the return of an executed Interconnection Facilities Study Agreement. Interconnection Customer shall provide the following to Transmission Provider:

(a) An updated Interconnection Request for a Large Generating Facility (Appendix 1 to this LGIP) and an updated Attachment A to Appendix 1 to this LGIP, that reflects the data associated with the change in technology or technological advancement that Interconnection Customer seeks to incorporate into its Interconnection Request;

(b) A $10,000 deposit within five (5) Business Days of being notified that additional studies are necessary;

(c) A written description of the proposed technological advancement and supporting data or documentation which demonstrates why the proposed technological advancement meets the definition of a Permissible Technological Advancement; and

(d) Updated power flow and dynamics models in digital format.

Upon receipt of a Permissible Technological Advancement request, Transmission Provider shall, within thirty (30) Calendar Days, determine whether the technological advancement is a Permissible Technological Advancement or a Material Modification. Any additional studies resulting from a proposed technological advancement shall be done at Interconnection Customer's cost.

4.4.6.2 If Transmission Provider determines that the proposed technological advancement would not change any of the parameters in Appendix 1 of this LGIP, then no further study will be necessary and the proposed technological advancement will be considered a Permissible Technological Advancement. If Transmission Provider's assessment determines that the proposed technological advancement is a Permissible Technological Advancement, Transmission Provider shall notify Interconnection Customer and the Permissible Technological Advancement shall be incorporated into Interconnection Customer's Interconnection Request without the loss of Interconnection Customer's Queue Position.

4.4.6.3 Should further studies be required for making a determination of a Material Modification, these Transmission Provider's studies may include steady-state, reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies that Transmission Provider deems necessary to determine whether the proposed technological advancement results in electrical performance that is equal to or better than the electrical performance expected prior to the technology change, and whether such proposed technological advancement causes any reliability concerns. If Transmission Provider cannot accommodate the proposed technological advancement without triggering the Material Modification provision of this LGIP, Transmission Provider will tender a report with the results of the steady-state analyses, reactive power capabilities, short circuit/fault duty impacts, stability analyses, and any other studies that were completed, including an explanation of why the proposed technological advancement is deemed a Material Modification. Once notified, Interconnection Customer may withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.6.4 At the conclusion of the study or studies, Transmission Provider will provide an accounting of the actual costs of the study or studies to Interconnection Customer and either refund any of the refundable portion of Interconnection Customer's deposit that exceeds the actual costs that Transmission Provider has incurred, or invoice Interconnection Customer for any shortage of actual costs that exceed Interconnection Customer's deposit.

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

5.1 Queue Position for Pending Requests.

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

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

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 the LGIP, Transmission Provider must offer Interconnection Customer the option of either continuing under Transmission Provider's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with this LGIP.

5.1.2 Transition Period.

To the extent necessary, Transmission Provider and Interconnection Customers with an outstanding request shall transition to this LGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. The use of the term "outstanding request" herein shall mean any Interconnection Request, on the effective date of this LGIP: (i) that has been submitted but not yet accepted by Transmission Provider; (ii) where the relevant Interconnection Study Agreements have not yet been executed; or (iii) where any of the relevant Interconnection Studies are in process but not yet completed. Any Interconnection Customer with an outstanding request as of the effective date of this LGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by Transmission Provider to the extent consistent with the intent and process provided for under this LGIP.

5.2 New Transmission Provider.

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this LGIP shall be paid by or refunded to Interconnection Customer, as appropriate. The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft LGIA to Interconnection Customer but Interconnection Customer has not executed the LGIA, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

Section 6. 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 an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following

the Scoping Meeting Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Transmission Provider shall use Reasonable Efforts to tender to Interconnection Customer the Interconnection Feasibility Study Agreement signed by Transmission Provider within five (5) Business Days following Transmission Provider's receipt of such designation, including a good faith estimate of the cost for completing the Interconnection Feasibility Study. Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection Feasibility Study Agreement along with a $10,000 deposit no later than thirty (30) Calendar Days after its receipt.

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

If the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either 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 may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

If Interconnection Customer and Transmission Provider agree to forgo the Interconnection Feasibility Study, Transmission Provider will initiate an Interconnection System Impact Study under Section 7 of this LGIP and apply the $10,000 deposit towards the Interconnection System Impact Study.

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 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. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and 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 Transmission Provider receives the fully executed Interconnection Feasibility Study Agreement. At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection 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 supporting documentation, work papers and relevant power flow, short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

Transmission Provider shall study the Interconnection Request at the Interconnection Service Level requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

6.3.1 Meeting with Transmission Provider.

Transmission Provider shall use Reasonable Efforts to meet with Interconnection Customer within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer to discuss the results of the Interconnection Feasibility Study.

6.4 Re-Study.

If Re-Study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to 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 shall use Reasonable Efforts to complete such Re-Study within forty-five (45) Calendar Days from the date of the notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

Section 7. Interconnection System Impact Study

7.1 Interconnection System Impact Study Agreement.

Unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.4.4, simultaneously with the delivery of the Interconnection Feasibility Study to Interconnection Customer, Transmission Provider shall provide to Interconnection Customer an 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. Transmission Provider shall use Reasonable

Efforts to provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study within three (3) Business Days following the Interconnection Feasibility Study results meeting.

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, and a $50,000 deposit.

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

If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer 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 may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

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.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. 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. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Interconnection System Impact Study shall consider the Interconnection Service Level requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. 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 and 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 3.6 above. 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 the receipt of the Interconnection System Impact Study Agreement or notification to proceed, study payment, and technical data. 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 all supporting documentation, work papers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Meeting with Transmission Provider.

Transmission Provider shall use Reasonable Efforts to meet with Interconnection Customer within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer to discuss the results of the Interconnection System Impact Study.

7.6 Re-Study.

If Re-Study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, 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. Transmission Provider shall use Reasonable Efforts to complete such Re-Study within sixty (60) Calendar Days from the date of notice. 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 the delivery of the Interconnection System Impact Study to Interconnection Customer, Transmission Provider shall provide to Interconnection Customer an 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. Transmission Provider shall use Reasonable Efforts to provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study within three (3) Business Days following the Interconnection System Impact Study results meeting. Interconnection Customer shall execute the Interconnection Facilities Study Agreement and deliver the executed Interconnection Facilities Study Agreement to Transmission Provider within thirty (30) Calendar Days after its receipt, together with the required technical data and a deposit of $100,000 for the performance of the Interconnection Facilities Study and other work, including, but not limited to, environmental review activities and development of an E&P Agreement and the LGIA.

8.1.1 If Transmission Provider's cost of conducting the Interconnection Facilities Study and other work does not exceed the amount of the deposit, Transmission Provider shall continue to hold the remaining amount on deposit until settlement of the final invoice.

8.1.2 If Transmission Provider's cost of conducting the Interconnection Facilities Study and other work exceeds the amount of the deposit, Transmission Provider shall invoice Interconnection Customer for any such additional costs on a monthly basis in advance. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice.

8.2 Scope of Interconnection Facilities Study.
The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Interconnection Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider's Interconnection Facilities and Network Upgrades

necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

8.3 Interconnection Facilities Study Procedures.

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after receipt of an executed Interconnection Facilities Study Agreement: ninety (90) Calendar Days, with no more than a +/- 20 percent cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- 10 percent cost estimate. Regardless of the amount of such estimates, Interconnection Customer shall be invoiced by Transmission Provider and shall pay all actual costs associated with the equipment, environmental, 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 Interconnection Facility to the Transmission System, with such invoicing and payment to be made as set forth in Article 11.5 of the LGIA.

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

8.4 Meeting with Transmission Provider.
Transmission Provider shall use Reasonable Efforts to meet with Interconnection Customer within ten (10) Business Days of providing a draft Interconnection Facilities Study report to Interconnection Customer to discuss the results of the Interconnection Facilities Study.

8.5 Re-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. Transmission Provider shall use Reasonable Efforts to complete such Re-Study within sixty (60) Calendar Days from the date of notice. Any cost of Re-Study shall be borne by the Interconnection Customer being re-studied.

Section 9. Engineering & Procurement ('E&P') Agreement

Prior to executing an LGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request 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. If Transmission Provider determines that it may offer an E&P Agreement before completing an environmental analysis under NEPA, concerning the interconnection of the Large Generating Facility, Transmission Provider shall offer the Interconnection Customer such Agreement; provided, that Transmission Provider's determination shall not be subject to dispute resolution. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the LGIP. The E&P Agreement is an optional procedure and it will not alter 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 for such costs.

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

Section 10. Optional Interconnection Study

10.1 Optional Interconnection Study Agreement.

On or after the date when Interconnection Customer receives 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. Transmission Provider shall use Reasonable Efforts to provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 5 within five (5) Business Days after receipt of a request for an Optional Interconnection Study.

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 as to the type of 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 Studies 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 technical data and a $10,000 deposit to Transmission Provider.

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 the types of Interconnection Services that are 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 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 in advance to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and work papers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

Section 11. Standard Large Generator Interconnection Agreement (LGIA)

11.1 Tender.

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study Report within thirty (30) Calendar Days of receipt of the report. Transmission Provider shall use Reasonable Efforts to tender a draft LGIA, together with draft appendices, within thirty (30) Calendar Days after the comments are received. The draft LGIA shall be in the form of Transmission Provider's standard form LGIA currently on file with FERC, which is in Appendix 6. If Interconnection Customer does not request negotiation pursuant to 11.2, the draft LGIA shall be considered the final LGIA and the Interconnection Customer shall execute and return it to the Transmission Provider within thirty (30) Calendar Days after receipt. If the Interconnection Customer does not return a signed copy of the final LGIA within thirty (30) days or request negotiation pursuant to Section 11.2, the Interconnection Customer's request shall be deemed withdrawn. Interconnection Customer understands that Transmission Provider's decision to execute the LGIA is dependent on conclusions reached in the record of decision under NEPA, or other such appropriate NEPA document, concerning the interconnection of the Large Generating Facility and that Transmission Provider's NEPA review could result in a decision not to execute the LGIA, or to delay LGIA execution. Transmission Provider's decision shall not be subject to dispute resolution.

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. Interconnection Customer shall be responsible for Transmission Provider's actual costs incurred as a result of negotiations under this LGIP, including legal, consulting, administrative and general costs; provided, that any Transmission Provider invoices shall include a detailed and itemized accounting of such costs. Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of the appendices to the draft LGIA for not more than sixty (60) Calendar Days after tender of the final Interconnection Facilities Study Report. If Interconnection Customer determines that negotiations are at an impasse, it may

request termination of the negotiations at any time after tender of the draft LGIA pursuant to Section 11.1 and initiate Dispute Resolution procedures pursuant to Section 13.5. If Interconnection Customer requests termination of the negotiations, but within sixty (60) Calendar Days thereafter fails to initiate Dispute Resolution, it shall be deemed to have withdrawn its Interconnection Request. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed the draft LGIA or initiated Dispute Resolution procedures pursuant to Section 13.5 within sixty (60) Calendar Days of tender of draft LGIA, it shall be deemed to have withdrawn its Interconnection Request. Transmission Provider shall decide whether to offer to Interconnection Customer a final LGIA based on the conclusions the Transmission Provider reaches in a record of decision under NEPA, or other such appropriate NEPA document, concerning the interconnection of the Large Generating Facility; provided, that this decision shall not be subject to dispute resolution. If Transmission Provider decides to offer Interconnection Customer a final LGIA, Transmission Provider shall use Reasonable Efforts to do so within fifteen (15) Business Days after the end of the negotiation process. Interconnection Customer shall execute and return the final LGIA within fifteen (15) Business Days after receipt or it shall be deemed to have withdrawn its Interconnection Request.

11.3 Execution.

Interconnection Customer understands that Transmission Provider's decision to execute the LGIA is dependent on conclusions reached in the record of decision under NEPA, or other such appropriate NEPA document, concerning the interconnection of the Large Generating Facility and that Transmission Provider's NEPA review could result in a decision to not execute the LGIA, or to delay LGIA execution. Transmission Provider's decision shall not be subject to dispute resolution. Transmission Provider shall use Reasonable Efforts to execute and return the final LGIA to the Interconnection Customer within fifteen (15) Business Days after receipt. Within fifteen (15) Business Days after receipt of the final LGIA, Interconnection Customer shall provide Transmission Provider (A) reasonable evidence of continued Site Control or (B) posting of a non-refundable deposit of $250,000, which shall be applied toward future construction costs. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Large Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Large Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Large Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Large Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Large Generating Facility; or (v) application for an air, water, or land use permit. If the Interconnection Customer does not provide the above items within (15) Business Days after receipt of the final LGIA that has been executed by the Transmission Provider, it shall be deemed to have withdrawn its Interconnection Request.

11.4 Commencement of Interconnection Activities.

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

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

12.1 Schedule.

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

12.2 Construction Sequencing.

12.2.1 General.

In general, the In-Service Date of an Interconnection Customers seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades.

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

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

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

12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of the Transmission Provider.
An Interconnection Customer with an LGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer commits to pay Transmission Provider: (i) any associated expediting costs; and (ii) the cost of such Network Upgrades. Transmission Provider shall refund to Interconnection Customer both the expediting costs and the cost of Network Upgrades, in accordance with Article 11.4 of the LGIA.

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

Section 13. Miscellaneous.

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

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

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

13.1.1 Scope.
Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a

third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the LGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under the LGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information.
Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

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

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

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

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

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

13.1.10 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a Breach of this provision).

13.1.11 Transmission Provider shall, at Interconnection Customer's election, destroy, in a confidential manner, or return the Confidential Information provided at the time of Confidential Information is no longer needed.

13.2 Delegation of Responsibility.

Transmission Provider may use the services of subcontractors as it deems appropriate to perform its obligations under this LGIP. Transmission Provider shall be liable to Interconnection Customer for the performance of such subcontractors only in accordance with the Federal Tort Claims Act provision set forth in Attachment J of Transmission Provider's Tariff. 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 charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid in advance by, or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefore. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies.

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

In all cases, use of a third party consultant shall be in accord with Article 26 of the LGIA (Subcontractors) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including reimbursement arrangements and the estimated study completion date and study review

deadline. Transmission Provider shall convey all work papers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such third party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this LGIP, Article 26 of the LGIA (Subcontractors), and the relevant Tariff procedures and protocols as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes.

13.5.1 Submission.

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

13.5.2 External Arbitration Procedures.

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

Rules of the American Arbitration Association ("Arbitration Rules") and any applicable FERC regulations or RTO rules; provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Section 13, the terms of this Section 13 shall prevail.

13.5.3 Arbitration Decisions.
Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the LGIA and LGIP and shall have no power to modify or change any provision of the LGIA and LGIP in any manner. The decision of the arbitrator(s) shall be non-binding upon the Parties. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act.

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

13.5.5 Non-binding Dispute Resolution Procedures.
If a Party has submitted a Notice of Dispute pursuant to Section 13.5.1, and the Parties are unable to resolve the claim or dispute through unassisted or assisted negotiations within the thirty (30) Calendar Days provided in that Section, and the Parties cannot reach mutual agreement to pursue the Section 13.5 arbitration process, a Party may request that Transmission Provider engage in Non-binding Dispute Resolution pursuant to this Section by providing written notice to Transmission Provider ("Request for Non-binding Dispute Resolution"). Conversely, either Party may file a Request for Non-binding Dispute Resolution pursuant to this Section without first seeking mutual agreement to pursue the Section 13.5 arbitration process. The process in Section 13.5.5 shall serve as an alternative to, and not a replacement of, the Section 13.5 arbitration process. Pursuant to this process, a Transmission Provider must within thirty (30) Calendar Days of receipt of the Request for Non-binding Dispute Resolution appoint a neutral decision-maker that is an independent subcontractor that shall not have any current or past substantial business or financial relationships with either Party. Unless otherwise agreed by the Parties, the decision-maker shall render a decision within sixty (60) Calendar Days of appointment and shall notify the Parties in writing of such decision and reasons therefore. This decision-maker shall be authorized only to interpret and apply the provisions of the LGIP and LGIA and shall have no power to modify or change any provision of the LGIP and LGIA in any manner. The result reached in this process is not

binding, but, unless otherwise agreed, the Parties may cite the record and decision in the non-binding dispute resolution process in future dispute resolution processes, including in a Section 13.5 arbitration. Each Party shall be responsible for its own costs incurred during the process and the cost of the decision-maker shall be divided equally among each Party to the dispute.

13.6 Local Furnishing Bonds.

13.6.1 Transmission Providers That Own Facilities Financed by Local Furnishing Bonds.

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

13.6.2 Alternative Procedures for Requesting Interconnection Service.

If Transmission Provider determines that the provision of Interconnection Service requested by Interconnection Customer would jeopardize the tax-exempt status of any local furnishing bond(s) used to finance its facilities that would be used in providing such Interconnection Service, it shall advise 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 5.2(ii) of the Transmission Provider's Tariff.

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.

_____ Permissible Technological Advancement request related to an existing Interconnection Request.

_____ Provisional Interconnection Service related to an existing Interconnection Request or Interconnection Agreement. The existing Interconnection Queue Number associated with Provisional Interconnection Service Request is _____.

_____ Surplus Interconnection Service related to an existing LGIA. Existing LGIA Customer offering Surplus Interconnection Service:

_____

Surplus Interconnection Service Customer:

_____

Existing Generating Facility location and related Point of Interconnection where Surplus Interconnection Service is being offered:

_____

For Surplus Interconnection Service, also include (1) proof that existing LGIA customer and Surplus Interconnection Customer have entered into a Surplus arrangement and (2) the System Impact Study performed for the Existing Generating Facility with its application or indicate that such study is not available.

3. The type of interconnection service requested (check one):

_____ Energy Resource Interconnection Service

_____ Network Resource Interconnection Service

4. _____ Check here only if Interconnection Customer requesting Network Resource Interconnection Service also seeks to have its Generating Facility studied for Energy Resource Interconnection Service

5. Interconnection Customer provides the following information for a proposed new Generating Facility, an increase to Generating Facility Capacity or a Material Modification of an existing Generating Facility, or for Provisional Interconnection Service related to an existing Interconnection Request or Interconnection Agreement. For Surplus Interconnection Service, the applicant provides the following information for the Generating Facility that plans to utilize the Surplus Interconnection Service offered at the existing Interconnection Customer's Point of Interconnection.

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

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

   f. Interconnection Customer's tax identification number;

   g. Approximate location of the proposed Point of Interconnection (optional);

   h. Interconnection Customer Data (set forth in Attachment A);

   i. Primary frequency response operating range for electric storage resources; and

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

6. Applicable deposit amount as specified in 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 _____ °F _____ Voltage _____
Power Factor _____
Speed (RPM) _____ Connection (e.g. Wye) _____
Short Circuit Ratio _____ Frequency, Hertz _____
Stator Amperes at Rated kVA _____ Field Volts _____
Max Turbine MW _____ °F _____

Primary frequency response operating range for electric storage resources:
Minimum State of Charge: _____
Maximum State of Charge: _____

COMBINED TURBINE-GENERATOR-EXCITER INERTIA DATA

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

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	$X2_v$	_____		
Negative Sequence – unsaturated	$X2_i$	_____		
Zero Sequence – saturated	$X0_v$	_____		
Zero Sequence – unsaturated	$X0_i$	_____		
Leakage Reactance	Xl_m	_____		

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_2^2t = _____
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.

SOLAR GENERATORS

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

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 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.

APPENDIX 2 to LGIP
INTERCONNECTION FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Western Area Power Administration, a Federal Power Marketing Administration organized under the United States Department of Energy ("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 3.4.4 of the LGIP. If, after the designation

of the Point of Interconnection pursuant to Section 3.4.4 of the LGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.

5.0 The Interconnection Feasibility Study report shall provide the following information:

- preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

- preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and

- preliminary description and non-bonding estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.

6.0 Interconnection Customer shall provide a deposit of $10,000 for the performance of the Interconnection Feasibility Study.

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

Any difference between the deposit and the actual cost of the study shall be paid in advance by, or refunded to, Interconnection Customer, as appropriate. Interconnection Customer shall pay amounts in excess of the deposit within fifteen (15) Calendar Days of receipt of invoice.

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

8.0 This Agreement incorporates by reference Attachments J and K of the Transmission Provider's Tariff as if they were a part hereof.

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.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____

_____

Date _____

(INTERCONNECTION CUSTOMER)

(SEAL)

By _____

Attest:

Title _____

By _____

Address _____

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.

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

APPENDIX 3 to LGIP
INTERCONNECTION SYSTEM IMPACT STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Western Area Power Administration, a Federal Power Marketing Administration organized under the United States Department of Energy ("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, 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 the technical information provided therein is modified, 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:

- identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;

- identification of any thermal overload or voltage limit violations resulting from the interconnection;

- identification of any instability or inadequately damped response to system disturbances resulting from the interconnection and

- description and non-binding, good faith estimated cost of facilities required to interconnect the Large Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.

6.0 Interconnection Customer shall provide a deposit of $50,000 for 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 [insert date].

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

Any difference between the deposit and the actual cost of the study shall be paid in advance by, or refunded to, Interconnection Customer, as appropriate. Interconnection Customer shall pay amounts in excess of the deposit within thirty (30) Calendar Days of receipt of invoice.

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

to the extent practicable, shall be consistent with the provisions of the LGIP and the LGIA.

8.0 This Agreement incorporates by reference Attachments J and K of the Transmission Provider's Tariff as if they were a part hereof.

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.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____

_____

Date _____

(INTERCONNECTION CUSTOMER)

(SEAL)

By _____

Attest:

Title _____

By _____

Address _____

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, subject to any modifications in accordance with Section 4.4 of the LGIP, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.
Designation of alternative Point(s) of Interconnection and configuration.

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

APPENDIX 4 to LGIP
INTERCONNECTION FACILITIES STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Western Area Power Administration, a Federal Power Marketing Administration organized under the United States Department of Energy ("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, 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, instability, and power flow issues identified in the Interconnection System Impact Study.

5.0 Interconnection Customer shall provide a deposit of $100,000 for the performance of the Interconnection Facilities Study and other work, including, but not limited to, environmental review activities and development of an E&P Agreement and the LGIA. The time for completion of the Interconnection Facilities Study is specified in Attachment A.

If Transmission Provider's cost of conducting the Interconnection Facilities Study and other work does not exceed the amount of the deposit, Transmission Provider shall continue to hold the remaining amount on deposit until settlement of the final invoice.

If Transmission Provider's cost of conducting the Interconnection Facilities Study and other work exceeds the amount of the deposit, Transmission Provider shall invoice Interconnection Customer for any such additional costs on a monthly basis. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice.

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

7.0 This Agreement incorporates by reference Attachments J and K of the Transmission Provider's Tariff as if they were a part hereof.

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.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____

_____

Date _____

(INTERCONNECTION CUSTOMER)

(SEAL)

By _____

Attest:

Title _____

By _____

Address _____

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:

- ninety (90) 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.

Regardless of the amount of such estimates, Interconnection Customer shall be invoiced by Transmission Provider and shall pay all actual costs associated with the equipment, environmental, 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 Interconnection Facility to the Transmission System, with such invoicing and payment to be made as set forth in Article 11.5 of the LGIA.

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 receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

APPENDIX 5 to LGIP
OPTIONAL INTERCONNECTION STUDY AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and Western Area Power Administration, a Federal Power Marketing Administration organized under the United States Department of Energy ("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 set forth in Attachment A to this Agreement.

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 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 [insert date].

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 in advance by, or refunded to, Interconnection Customer, as appropriate. Interconnection Customer shall pay amounts in excess of the deposit within (30) Calendar Days of receipt of invoice.

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

8.0 This Agreement incorporates by reference Attachments J and K of the Transmission Provider’s Tariff as if they were a part hereof.

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.

WESTERN AREA POWER ADMINISTRATION

By _____

Title _____

Address _____

_____

Date _____

(INTERCONNECTION CUSTOMER)

(SEAL)

By _____

Attest:

Title _____

By _____

Address _____

Title _____

_____

Date _____

APPENDIX 6 to LGIP
STANDARD LARGE GENERATOR INTERCONNECTION AGREEMENT

[This Appendix 6 reserved for Western's Commission-approved Large Generator Interconnection Agreement, as filed with the Commission and posted on Western's OASIS.]

APPENDIX 7 to LGIP
INTERCONNECTION PROCEDURES FOR A WIND GENERATING PLANT

This Appendix 7 sets forth procedures specific to a wind generating plant. All other requirements of this LGIP continue to apply to wind generating plant interconnections.

Special Procedures Applicable to Wind Generators

The wind plant Interconnection Customer, in completing the Interconnection Request required by Section 3.4 of this LGIP, may provide to 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.

FERC rendition of the electronically filed tariff records in Docket No. NJ22-00009-000
Filing Data:
CID: C000159
Filing Title: OATT_2021-1a-20220302
Company Filing Identifier: 213
Type of Filing Code: 530
Associated Filing Identifier:
Tariff Title: Open Access Transmission Tariff
Tariff ID: 149
Payment Confirmation:
Suspension Motion: N

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
3.3, Utilization of Surplus Interconnection Service, 1.0.0, A
Record Narative Name: 3.3 Utilization of Surplus Interconnection Service
Tariff Record ID: 7364
Tariff Record Collation Value: 399500 Tariff Record Parent Identifier: 3813
Proposed Date: 2021-12-15
Priority Order: 510
Record Change Type: CHANGE
Record Content Type: 1
Associated Filing Identifier:

3.3 Utilization of Surplus Interconnection Service.

Transmission Provider's process in this Section 3.3 allows an Interconnection Customer to utilize or transfer Surplus Interconnection Service at an existing Point of Interconnection. The original Interconnection Customer or one of its affiliates shall have priority to utilize Surplus Interconnection Service. If the existing Interconnection Customer or one of its affiliates does not exercise its priority, then that service may be made available to other potential Interconnection Customers.

3.3.1 Surplus Interconnection Service Requests.

Surplus Interconnection Service Requests may be made by the existing Interconnection Customer whose Generating Facility is already interconnected or one of its affiliates. Surplus Interconnection Service Requests also may be made by another Interconnection Customer. Transmission Provider shall provide a process for evaluating Interconnection Requests for Surplus Interconnection Service. Studies for Surplus Interconnection Service shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the Surplus Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original Interconnection System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be performed for the existing Generating Facility associated with the Surplus Interconnection Service Request. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and/or Network Upgrades necessary.

All notifications and requests for Surplus Interconnection Service shall be submitted utilizing Appendix 1 to this LGIP and in accordance with Transmission Provider's business practice(s)

posted on its OASIS website, and shall be processed outside of the interconnection queue. In order to deem a Surplus Interconnection Service Request valid and complete, a deposit of $25,000 must be received by Transmission Provider. The Surplus Interconnection Service Request shall be reviewed to determine whether it qualifies as such, including but not limited to whether the existing Point of Interconnection has unused capacity equal to or greater than the requested surplus capacity. Transmission Provider will notify the Surplus Interconnection Service Customer as to whether its Surplus Interconnection Service Request is valid, as further described in Section 3.3.2 below. If the Surplus Interconnection Service Request is not valid, the notification to the Surplus Interconnection Service Customer will include an explanation of why it is not valid. Once a Surplus Interconnection Service Request has been deemed valid, Transmission Provider will assign a unique identification number, distinct from the numbers assigned for the existing interconnection queue, for the purpose of tracking the Surplus Interconnection Service Request and assigning priority in relation to other Surplus Interconnection Service Requests.

3.3.2 Customer Identification.

If the Surplus Interconnection Service Customer is not the existing Interconnection Customer at the Point of Interconnection (Existing Customer) or an affiliate of the Existing Customer, Transmission Provider will contact the Existing Customer and inform it that a Surplus Interconnection Service Request has been made that will potentially impact its existing LGIA.

3.3.2.1 If the Surplus Interconnection Service Customer is not the Existing Customer or an affiliate of the Existing Customer, the following conditions must be met for the Surplus Interconnection Service Request to be considered valid:

(a) The Existing Customer must agree in writing to allow the Surplus Interconnection Service Customer to use the Surplus Interconnection Service; and

(b) The Existing Customer shall stipulate the amount of Surplus Interconnection Service that is available and when that service is available, and shall describe any other conditions under which Surplus Interconnection Service at the Point of Interconnection may be used.

3.3.3 Surplus Interconnection Service System Impact Study.

3.3.3.1 Within ten (10) Business Days following notification of a valid application for Surplus Interconnection Service, Transmission Provider will tender to the Surplus Interconnection Service Customer a Surplus Interconnection Service System Impact Study Agreement, which includes a good faith estimate of the estimated timeframe for completing the Surplus Interconnection Service System Impact Study. The Surplus Interconnection Service System Impact Study Agreement shall specify that the Surplus Interconnection Service Customer is responsible for the actual cost of the Surplus Interconnection Service System Impact Study.

3.3.3.2 The Surplus Interconnection Service Customer shall execute and deliver the Surplus Interconnection Service System Impact Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt, together with an additional $25,000 deposit to be used

in preparation of the Surplus Interconnection Service System Impact Study and report.

3.3.3.3 Transmission Provider will evaluate the original Interconnection System Impact Study for the existing service at the Point of Interconnection to determine its suitability for use in the evaluation of the Surplus Interconnection Service Request. In addition, if required, Transmission Provider will perform those analyses described in Section 3.3.1 to evaluate the capability at the existing Point of Interconnection for Surplus Interconnection Service. These analyses will identify any required Interconnection Facilities, Network Upgrades, or necessary control technologies.

3.3.3.4 Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service study(ies) described in this Section 3.3.3 within ninety (90) Calendar Days. If Transmission Provider anticipates that the Surplus Interconnection Service study(ies) will not be completed within the required time, the Surplus Interconnection Service Customer will be notified and provided an estimate of the expected date of completion. After the completion of the study(ies), Transmission Provider will provide the Surplus Interconnection Service Customer a report indicating what Interconnection Facilities and necessary control technologies, if any, will be required to provide Surplus Interconnection Service. If any additional Network Upgrades are identified as being required for Surplus Interconnection Service, the Surplus Interconnection Service Request will be denied, and the Surplus Interconnection Service Customer may submit a new Interconnection Request in accordance with Section 3.4 of this LGIP.

Transmission Provider is required to perform an environmental review of the Surplus Interconnection Service Request, including review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, et seq., insofar as the Surplus Interconnection Service Request pertains to the interconnection of a Generating Facility to Transmission Provider's Transmission System and, if applicable, requires the construction of Interconnection Facilities. Therefore, Transmission Provider will use Reasonable Efforts to tender, within fifteen (15) Calendar Days of providing an Surplus Interconnection Service System Impact Study report to the Surplus Interconnection Service Customer, an environmental review agreement authorizing Transmission Provider, at the Surplus Interconnection Service Customer's expense, to perform an environmental review of the proposed interconnection, including review under NEPA, and setting forth the Surplus Interconnection Service Customer's responsibilities in connection with such environmental review. The Surplus Interconnection Service Customer shall execute the environmental review agreement and return it, along with the required funds set forth in the agreement, to Transmission Provider within thirty (30) Calendar Days of receipt of the final version offered for execution. If an executed environmental review agreement and the required funds are not provided in the manner set forth above, the Surplus Interconnection Service Request shall be deemed withdrawn. A Surplus Interconnection Service Customer shall have no right to cure the failure to deliver the executed environmental review agreement or the required funds in the timeframe identified above. If the costs incurred by Transmission Provider are less than the deposit submitted by the Surplus Interconnection Service Customer, Transmission Provider will refund the difference, without interest, as soon as the necessary vouchers may be prepared. In addition, if at any time prior to the issuance of Transmission Provider's final NEPA decisional document the Surplus Interconnection Service Customer fails to comply with

the terms of the environmental review agreement, Transmission Provider reserves the right to deem the Surplus Interconnection Service Request withdrawn.

If no Interconnection Facilities or necessary control technologies are required, the Surplus Interconnection Service Customer will have thirty (30) Calendar Days after receiving the report to determine if it will negotiate a Surplus Interconnection Service Agreement. If the Surplus Interconnection Service Customer does not seek to negotiate a Surplus Interconnection Service Agreement, its Surplus Interconnection Service Request will be deemed withdrawn.

3.3.4 Surplus Interconnection Service Facilities Study.

3.3.4.1 If the Surplus Interconnection Service System Impact Study report developed under Section 3.3.3 above identifies any Interconnection Facilities and/or control technologies as necessary for the utilization of the Surplus Interconnection Service, Transmission Provider will tender to the Surplus Interconnection Service Customer a Surplus Interconnection Service Facilities Study Agreement simultaneously with the delivery of the report. The Surplus Interconnection Service Facilities Study Agreement shall provide that the Surplus Interconnection Service Customer shall compensate Transmission Provider for the actual cost of the Surplus Interconnection Service Facilities Study.

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

3.3.4.3 Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service Facilities Study and issue the report within ninety (90) Calendar Days after the receipt of the Surplus Interconnection Service Facilities Study Agreement and required study deposit, with a +/- 20 percent cost estimate contained in the report. If Transmission Provider is unable to complete the Surplus Interconnection Service Facilities Study within the time required, it will notify the Surplus Interconnection Service Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

3.3.4.4 The Surplus Interconnection Service Customer will have thirty (30) Calendar Days after receiving the Surplus Interconnection Service Facilities Study report to determine if it will negotiate a Surplus Interconnection Service Agreement. If the Surplus Interconnection Service Customer does not seek to negotiate a Surplus Interconnection Service Agreement, its Surplus Interconnection Service Request will be deemed withdrawn.

3.3.5 Surplus Interconnection Service Agreement.

3.3.5.1 If the Surplus Interconnection Service Customer requests to negotiate a Surplus Interconnection Service Agreement as provided for in Sections 3.3.3.4 or 3.3.4.4 above, Transmission Provider will tender to the Surplus Interconnection Service Customer a draft Surplus Interconnection Service Agreement within sixty (60) Calendar Days. The Surplus Interconnection Service Customer and Existing Customer (if the Existing Customer or its

affiliate is not the Surplus Interconnection Service Customer) shall provide comments to Transmission Provider within thirty (30) Calendar Days following receipt of the draft Surplus Interconnection Service Agreement.

3.3.5.2 Transmission Provider, the Existing Customer (if the Existing Customer or its affiliate is not the Surplus Interconnection Service Customer), and the Surplus Interconnection Service Customer shall coordinate as necessary to establish the necessary conditions of Surplus Interconnection Service, such as the term of operation, the limitation on total combined Generating Facility output at the Point of Interconnection, if applicable, and the mode of operation for energy production (i.e., common or singular operation), and to establish the roles and responsibilities of the Parties for maintaining the operation of the Interconnection Facilities.

3.3.5.3 Transmission Provider shall decide whether to offer to the applicable Parties a final Surplus Interconnection Service Agreement based on the conclusions Transmission Provider reaches in a record of decision under NEPA, or other such appropriate NEPA document, concerning the Surplus Interconnection Service Request; provided, that this decision shall not be subject to dispute resolution. If Transmission Provider decides to offer a final Surplus Interconnection Service Agreement, Transmission Provider shall use Reasonable Efforts to do so with thirty (30) Calendar Days after the relevant record of decision under NEPA, or other such appropriate NEPA document, has been completed.

If Transmission Provider decides to offer a final Surplus Interconnection Service Agreement, Transmission Provider shall have that final agreement executed by the applicable Parties.

3.3.6 Conditions Applicable to Surplus Interconnection Service.

3.3.6.1 Surplus Interconnection Service shall only be available at the pre-existing Point of Interconnection of the Existing Customer.

3.3.6.2 Surplus Interconnection Service may be offered under a variety of circumstances, including, for example, on a continuous basis (i.e., a specific number of MW of Surplus Interconnection Service always available for use by a co-located Generating Facility) or on a scheduled, periodic basis (i.e., a specified number of MW available intermittently). This includes situations where existing Generating Facilities operate infrequently (e.g., peaking units) or often operate below their full Generating Facility Capacity (e.g., variable energy resources).

3.3.6.3 Surplus Interconnection Service cannot be offered until all facilities required for the Existing Customer's Interconnection Service (including all Contingent Facilities) are constructed and in service.

3.3.6.4 Surplus Interconnection Service cannot be offered if the Existing Customer's Generating Facility is scheduled to retire and permanently cease Commercial Operation before the Surplus Interconnection Service Customer's Generating Facility begins Commercial Operation.

Furthermore, Surplus Interconnection Service generally shall no longer be available when the

Existing Customer's Generating Facility retires and permanently ceases Commercial Operation. However, in accordance with the requirements set forth in Order No. 845, et seq., Transmission Provider will permit a limited continuation of Surplus Interconnection Service for up to one (1) year after such retirement and cessation when the following conditions are met:

(a) The Surplus Interconnection Service Customer's Generating Facility was studied by Transmission Provider for sole operation at the Point of Interconnection at the time of the interconnection of the Surplus Service Interconnection customer; and

(b) The Existing Customer (which is also now the retiring Interconnection Customer) agreed in writing that the Surplus Interconnection Service Customer may continue to operate at either its limited share of the Existing Customer's Generating Facility Capacity in the Existing Customer's LGIA, as reflected in its Surplus Interconnection Service Agreement, or at any level below such limit upon the retirement and permanent cessation of Commercial Operation of the Existing Customer's Generating Facility.

If both these conditions are not met, then the Surplus Interconnection Service Agreement shall be drafted to, and shall, terminate simultaneously with the termination of the Existing Customer's LGIA from which the associated Surplus Interconnection Service is provided.

Interconnection Customers are under no obligation to choose Surplus Interconnection Service rather than seeking their own stand-alone Interconnection Service directly from Transmission Provider. Consequently, Interconnection Customers requiring greater up-front assurance that their Interconnection Service will not be affected by the retirement of another Generating Facility should carefully consider whether Surplus Interconnection Service is the correct service for their particular needs.

3.3.6.5 If the Existing Customer's LGIA provides for Energy Resource Interconnection Service, any associated Surplus Interconnection Service Requests may only be for Energy Resource Interconnection Service. If the Existing Customer's LGIA provides for Network Resource Interconnection Service, any associated Surplus Interconnection Service Requests may be for either Energy Resource Interconnection Service or Network Resource Interconnection Service.

3.3.6.6 If the use of Surplus Interconnection Service increases the total Generating Facility output at a Point of Interconnection, the total combined Generating Facility output at that Point of Interconnection for both the Existing Customer and the Surplus Interconnection Service Customer is limited to and shall not exceed the maximum Interconnection Service Level allowed under the Existing Customer's LGIA.

3.3.6.7 The use of Surplus Interconnection Service does not convey any promise of or right to transmission service.

3.3.7 Dispute Resolution.

In the case of disagreement between the Parties involved in this Surplus Interconnection Service

process, all dispute resolution procedures are available, including that: the Parties may submit a Notice of Dispute pursuant to Subsection 13.5.1 of this LGIP; the Parties may reach mutual agreement to pursue the arbitration process under Section 13.5 of this LGIP; or the Parties may file a request for non-binding dispute resolution pursuant to Subsection 13.5.5 of this LGIP.

Document Content(s)