

**INTERMOUNTAIN POWER AGENCY**

**STANDARD GENERATOR**

**INTERCONNECTION AGREEMENT (GIA)**

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## GENERATOR INTERCONNECTION AGREEMENT

**THIS GENERATOR INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State/Commonwealth of \_\_\_\_\_ (“Interconnection Customer” with a Generating Facility), and the Intermountain Power Agency, a political subdivision of the State of Utah (“IPA” and/or “Transmission Owner”). Interconnection Customer and IPA each may be referred to as a “Party” or collectively as the “Parties.”

### Recitals:

**WHEREAS**, IPA owns the Transmission System (as defined below) and has contracted with the Operating Agent (as defined below) to serve as its agent in the operation of the Transmission System and other assets of IPA, and has contracted with Intermountain Power Service Corporation (as defined below) to provide personnel and services to assist, under the direction of the Operating Agent, in the operation of the Transmission System and such other assets of IPA; and

**WHEREAS**, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

**WHEREAS**, Interconnection Customer and IPA have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Generation Interconnection Procedures (“GIP”).

## **Article 1: Definitions**

### **Adverse System Impact**

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

### **Affected System**

Shall mean an electric system other than IPA'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.

### **ANSI**

Shall mean the American National Standard Institute or its successor organization.

### **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 IPA 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 B Area of the Transmission System to which the Generating Facility is directly interconnected.

**Balancing Authority**

Shall mean, with respect to its Balancing Authority Area, the Los Angeles Department of Water and Power. The Balancing Authority maintains load resource balance within its Balancing Authority Area.

**Balancing Authority Area**

Shall mean the collection of generation, transmission and loads within the metered boundaries in which the Transmission System is located. Without limiting the generality of the foregoing, the boundaries of the Balancing Authority Area shall include the site of the Generating Facility.

**Base Case**

Shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies by IPA or Interconnection Customer.

**Breach**

Shall mean the failure of a Party to perform or observe any material term or condition of the Generator Interconnection Agreement.

**Breaching Party**

Shall mean a Party that is in Breach of the Generator Interconnection Agreement.

**Business Day**

Shall mean Monday through Friday, excluding Federal Holidays.

**Calendar Day**

Shall mean any day including Saturday, Sunday or a Federal Holiday.

**Cluster**

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

**Cluster Re-Study**

Shall mean a re-study of a Cluster Study conducted pursuant to Section 7.4 of the LGIPGIP.

**Cluster Study**

Shall mean an Interconnection Study evaluating one or more Interconnection Requests within a Cluster, as described in more detail in Section 7.4 of the LGIPGIP.

### **Clustering**

Shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, as described in more detail in Section 7 of the LGIP.

### **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 Generating Facility)**

Shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to the 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.

### **Default**

Shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the 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.

### **Effective Date**

Shall mean the date on which the Generator Interconnection Agreement becomes effective upon execution by the Parties.

### **Electric Storage Resource**

Shall mean a resource capable of receiving electric energy from the grid or onsite generation, and storing it for later injection of electric energy back to the grid.

### **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 IPA, is imminently likely (as determined in a non-discriminatory manner) to cause a material

adverse effect on the security of, or damage to, IPA's Transmission System, IPA's Interconnection Facilities or the electric systems of others to which IPA'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 Generator Interconnection Agreement to possess black start capability.

### **Energy Resource Interconnection Service**

("ERIS" or "Interconnection Service") shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the IPA Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the IPA 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 IPA to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

### **Environmental Law**

Shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

### **Federal Power Act**

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

### **FERC**

Shall mean the Federal Energy Regulatory Commission (FERC) or 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, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

### **Generating Facility**

Shall mean Interconnection Customer's device for the production of electricity and/or Electric Storage Resource identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

### **Generating Facility Capacity**

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

### **Good Utility Practice**

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

### **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, IPA, 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 IPA's Interconnection Facilities to obtain back feed power.

### **Interconnection Customer**

Shall mean any entity, including IPA, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with IPA's Transmission System. For purposes of IPA's Cluster Study process conducted pursuant to Section 7 of the GIP.

### **Interconnection Customer's Interconnection Facilities**

Shall mean all facilities and equipment, as identified in Appendix A of the 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 IPA's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

### **Interconnection Facilities**

Shall mean IPA's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to IPA's Transmission System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. Interconnection Facilities may be shared by more than one Generating Facility in a Cluster.

### **Interconnection Facilities Study**

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

### **Interconnection Facilities Study Agreement**

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

### **Interconnection Request**

Shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures 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 IPA's Transmission System.

### **Intermountain Power Agency ("IPA")**

Shall have the meaning set forth in the introductory paragraph of this agreement.

### **Interconnection Study**

Shall mean any of the following studies: the Cluster Study, Surplus Interconnection Service System Impact Study, and the Interconnection Facilities Study described in the Generator Interconnection Procedures.

### **Intermountain Power Service Corporation**

Shall mean Intermountain Power Service Corporation, or its successor or assign, which has contracted with IPA to provide services to IPA and the Operating Agent, as IPA's agent, in connection with the operation, repair and maintenance of the Transmission System and other components of IPA's electric generation and transmission system.

### **Inverter-Based Resource**

Shall mean any technology that requires an inverter to convert direct current (DC) electricity into alternating current (AC) electricity and is directly connected to the bulk power system. An Inverter-Based Resource may be a Generating Facility and/or Electric Storage Resource.

### **IPA's Interconnection Facilities**

Shall mean all facilities and equipment owned, controlled or operated by IPA from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. IPA's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades. IPA's Interconnection Facilities may be shared by more than one Generating Facility in a given Cluster Study.

### **IPA Switchyard**

Shall mean the AC switchyard owned by IPA and located at the Intermountain Generating Station site near Delta, Utah.

**IRS**

Shall mean the Internal Revenue Service.

**Joint Operating Committee**

Shall be a group made up of representatives from Interconnection Customer and IPA to coordinate operating and technical considerations of Interconnection Service.

**Last Transmission Leg**

Shall mean the last portion of Interconnection Customer's transmission line from the Generating Facility that begins at the boundary of the real property owned by IPA and ends at the Point of Interconnection. To simplify routing within the IPA Switchyard, a portion of the Last Transmission Leg may be designed and constructed using double circuit transmission towers for use by both Interconnection Customer and another interconnection customer assigned by IPA.

**Los Angeles Department of Water and Power ("LADWP")**

Shall mean the Department of Water and Power of the City of Los Angeles, a department organized and existing under the Charter of the City of Los Angeles, a Municipal corporation of the State of California

**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 nonperformance of its obligations under the 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 Generator Interconnection Agreement at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

**NERC**

Shall mean the North American Electric Reliability Corporation or its successor organization.

**Network Upgrades**

Shall mean the additions, modifications, and upgrades to IPA's Transmission System required at or beyond the point at which the Interconnection Facilities connect to IPA's Transmission System to accommodate the interconnection of the Generating Facility to IPA'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 Generator Interconnection Agreement or its performance.

**Operating Agent**

Shall mean the Los Angeles Department of Water and Power, as operating agent for IPA in respect of IPA's Transmission System and other facilities of IPA.

**Party or Parties**

Shall mean IPA, Transmission Owner, Interconnection Customer, or any combination of the above.

**Point of Change of Ownership**

Shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to IPA's Interconnection Facilities.

**Point of Interconnection**

Shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Facilities connect to IPA's Transmission System.

**Power Purchasers**

Shall mean any or all of the purchasers of power from IPA's generating facility pursuant to current or future IPP Agreements.

**Provisional Interconnection Service**

Shall mean Interconnection Service provided by IPA associated with interconnecting the Interconnection Customer's Generating Facility to IPA's Transmission System and enabling the IPA Transmission System to receive electric energy and capacity from the

Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement.

**Provisional Generator Interconnection Agreement**

Shall mean the interconnection agreement for Provisional Interconnection Service established between IPA and/or the Transmission Owner and the Interconnection Customer. This agreement shall take the form of the 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 Interconnection Customer satisfies all of the requirements of Sections 3, 4, and 7 of IPA’s GIP to enter the Cluster Study Process.

**Reasonable Efforts**

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

**Readiness Milestone Options**

Shall mean the options set forth in Section 3.4.1(v) of the GIP.

**Resource Plan**

Shall mean any process authorized or required by Applicable Laws and Regulations for, inter alia, the selection of Generating Facilities.

**Resource Solicitation Process**

Shall mean any process authorized or required by Applicable Laws and Regulations for the acquisition of Network Resources.

**Scoping Meeting**

Shall mean the meeting between representatives of the Interconnection Customer and IPA conducted for the purpose of discussing the proposed interconnection request, alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to affect such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

## **Site Control**

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

## **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 IPA and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Generator Interconnection Agreement. If IPA and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, IPA must provide the Interconnection Customer a written technical explanation outlining why IPA does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

## **Surplus Interconnection Service System Impact Study**

Shall mean an engineering study that evaluates the impact of a proposed request for Surplus Interconnection Service on the safety and reliability of IPA'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, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

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

Shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting a system impact study for purposes of evaluating a request for Surplus Interconnection Service pursuant to Section 3.3 of the GIP.

## **Surplus Interconnection Service**

Shall mean any unneeded portion of Interconnection Service established in a 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.

### **System Protection Facilities**

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

### **Transmission Owner**

Shall mean IPA or a successor entity that owns, leases or otherwise possesses an interest in the portion of the IPA Transmission System.

### **Transmission System**

Shall mean the facilities owned, controlled or operated by IPA or Transmission Owner that are used to provide transmission service.

### **Trial Operation**

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

### **Variable Energy Resource**

Shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

### **WECC**

Shall mean the Western Electricity Coordinating Council or its successor.

### **WECC Criteria**

Shall mean those approved regional standards and Applicable Reliability Standards established and implemented by WECC, as such criteria may change from time to time.

### **Withdrawal Penalty**

Shall have the meaning set forth in Section 3.7.1 of the GIP.

## **Article 2: Effective Date, Term, and Termination**

### **2.1 Effective Date**

This GIA shall become effective upon execution by the Parties.

## **2.2 Term of Agreement**

Subject to the provisions of Article 2.3, this GIA shall remain in effect: (i) for a period of ten (10) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter.

## **2.3 Termination Procedures**

### **2.3.1 Written Notice**

This GIA may be terminated by Interconnection Customer after giving IPA ninety (90) Calendar Days advance written notice or by IPA if the Generating Facility permanently ceases Commercial Operation. This GIA shall be terminated by IPA if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the GIP, including any extension provided thereunder, or, having previously achieved Commercial Operation, has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. When only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.5 of the GIP, including any extension provided thereunder, IPA shall terminate only that portion of the GIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a Contingent Facility with an in-service date that is later than the Commercial Operation Date permitted under Section 4.4.5 of the GIP, IPA shall terminate this GIA only for failure to achieve Commercial Operation by ninety (90) Calendar Days after that later in-service date of the Contingent Facility. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.

### **2.3.2 Default**

Either Party may terminate this GIA in accordance with Article 17.

### **2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2**

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations and satisfy all outstanding obligations incurred prior to and through the noticed date of termination.

## **2.4 Termination Costs**

If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for

Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the Terminating Party under this GIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA:

#### **2.4.1**

With respect to any portion of IPA's Interconnection Facilities that have not yet been constructed or installed, IPA shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that, in the event Interconnection Customer elects not to authorize such cancellation Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and IPA shall deliver such material and equipment and, if necessary, assign such contracts to Interconnection Customers as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid IPA for any or all such costs of materials or equipment not taken by Interconnection Customer, IPA shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by IPA to cancel any pending orders of or return of such materials, equipment, or contracts.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which IPA has incurred expenses and has not been reimbursed by Interconnection Customer.

#### **2.4.2**

IPA may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case IPA shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

#### **2.4.3**

With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

### **2.5 Disconnection**

Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such

disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.

## **2.6 Survival**

This GIA shall continue in effect after termination to the extent necessary: to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

## **Article 3: Regulatory Filings**

### **3.1 Filing**

IPA shall present this GIA (and any amendment hereto) to request approval from the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this GIA, or any amendment thereto, Interconnection Customer shall reasonably cooperate with IPA with respect to such request for approval and to provide any information reasonably requested by IPA needed to comply with applicable regulatory requirements.

## **Article 4: Scope of Service**

### **4.1 Provision of Service**

IPA shall provide Energy Resource Interconnection Service for the Generating Facility at the Point of Interconnection. Energy Resource Interconnection Service shall not exceed the Maximum Capacity as specified in Appendix C to this Agreement.

### **4.2 Performance Standards**

Each Party shall perform all of its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement for its compliance therewith.

### **4.3 No Transmission Service**

The execution of this Agreement does not constitute a request for, nor the provision of, any transmission service from IPA or any transmission provider, and does not convey any right to deliver electricity to any specific customer or point of delivery. Additional studies will be needed to determine whether a Generating Facility interconnected to the IPA

Transmission System may be designated as a network resource or whether sufficient transmission capacity is available to deliver energy to a particular designated load. Additional studies will be needed to determine whether a Generating Facility interconnected to the IPA Transmission System is able to deliver energy on a firm basis in a local transmission planning study.

#### **4.4 Interconnection Customer Provided Services**

The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.5.1.

### **Article 5: Interconnection Facilities Engineering, Procurement, and Construction**

#### **5.1 Options**

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and Commercial Operation Date; and either the Standard Option or Alternate Option set forth below and such dates and selected option shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below. If the dates designated by Interconnection Customer are not acceptable to IPA, IPA shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to IPA, the Interconnection Customer shall notify IPA within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.

##### **5.1.1 Standard Option**

IPA shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete IPA's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. IPA shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, and Applicable Laws and Regulations. In the event IPA reasonably expects that it will not be able to complete IPA's Interconnection Facilities and Network Upgrades by the specified dates, IPA shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

##### **5.1.2 [Reserved]**

##### **5.1.3 Option to Build**

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades consistent with IPA standard safety practices, IPA

material and equipment specifications, IPA design criteria and construction procedures, IPA labor agreements, and Applicable Laws and Regulations. IPA and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

#### **5.1.4 Negotiated Option**

If the dates designated by Interconnection Customer are not acceptable to IPA, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than IPA's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then pursuant to Article 5.1.1 (Standard Option), IPA shall assume responsibility for the design, procurement and construction of all facilities other than IPA's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build.

### **5.2 General Conditions Applicable to Option to Build**

If Interconnection Customer assumes responsibility for the design procurement and construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades:

- (1) Interconnection Customer shall engineer, procure equipment, and construct IPA's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using the standards and specifications provided in advance by IPA;
- (2) Interconnection Customer's engineering, procurement and construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law to which to which IPA would be subject in the engineering, procurement or construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) IPA shall review and approve the engineering design, equipment acceptance tests, and the construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) Prior to commencement of construction, Interconnection Customer shall provide to IPA a schedule for construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from IPA;

(5) At any time during construction, IPA shall have the right to gain unrestricted access to IPA's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) At any time during the construction, should any phase of the engineering, equipment procurement or construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by IPA, Interconnection Customer shall be obligated to remedy deficiencies in that portion of IPA's Interconnection Facilities and Stand Alone Network Upgrades;

(7) Interconnection Customer shall indemnify IPA for claims arising from Interconnection Customer's construction of IPA's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;

(8) Interconnection Customer shall transfer control of IPA's Interconnection Facilities and Stand Alone Network Upgrades to IPA;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of IPA's Interconnection Facilities and Stand-Alone Network Upgrades to IPA; and

(10) IPA shall approve and accept for operation and maintenance IPA's Interconnection Facilities and Stand Alone Network Upgrades to the In-Service Date to the extent engineered, procured, and constructed in accordance with this Article 5.2; and

(11) Interconnection Customer shall deliver to IPA "as-built" drawings, information, and any other documents that are reasonably required by IPA to assure that the Interconnection Facilities and Stand Alone Network Upgrades are built to the standards and specifications required by IPA.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay IPA the agreed upon amount of **[\$ PLACEHOLDER]** for IPA to execute the responsibilities enumerated to IPA under Article 5.2. IPA shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

### **5.3 [Reserved]**

### **5.4 Power System Stabilizers**

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. IPA reserves the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or not capable of automatic operation, Interconnection Customer

shall immediately notify IPA's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

## **5.5 Equipment Procurement**

If responsibility for construction of IPA's Interconnection Facilities or Network Upgrades is to be borne by IPA, then IPA shall commence design of IPA's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

**5.5.1** IPA has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement;

**5.5.2** IPA has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

**5.5.3** Interconnection Customer has provided security to IPA in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

## **5.6 Construction Commencement**

IPA shall commence construction of IPA's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

**5.6.1** Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

**5.6.2** Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of IPA's Interconnection Facilities and Network Upgrades;

**5.6.3** IPA has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

**5.6.4** Interconnection Customer has provided security to IPA in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

## **5.7 Work Progress**

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of IPA's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to IPA of such later date upon which the completion of IPA's Interconnection Facilities will be required.

## **5.8 Information Exchange**

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with IPA's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

## **5.9 Other Interconnection Options**

### **5.9.1 Limited Operation**

If any of IPA's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, IPA shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer's Interconnection Facilities may operate prior to the completion of IPA's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. IPA shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with the results of such studies.

### **5.9.2 Provisional Interconnection Service**

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, or System Protection Facilities IPA may execute a Provisional Generator Interconnection Agreement. IPA shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission System. IPA shall determine whether any Interconnection Facilities, Network Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of Interconnection Service from the Generating Facility. Where available studies indicate that such, Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, IPA will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement shall be studied and updated [on a frequency determined by IPA and at the Interconnection Customer's expense]. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Generator Interconnection Agreement and the Generator Interconnection Agreement, including changes in output limits and Interconnection

Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

### **5.10 Interconnection Customer's Interconnection Facilities: ("ICIF")**

Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

#### **5.10.1 Interconnection Customer's Interconnection Facility Specifications**

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to IPA at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. IPA shall review such specifications to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of IPA and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

#### **5.10.2 IPA's Review**

IPA's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by IPA, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control, and safety requirements of IPA.

#### **5.10.3 ICIF Construction**

The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to IPA "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide IPA specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

### **5.11 IPA's Interconnection Facilities Construction**

IPA's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, IPA shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for IPA's Interconnection Facilities including relay diagrams.

IPA will obtain ownership (unless otherwise agreed by IPA) and control of IPA's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

### **5.12 Access Rights**

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

### **5.13 Lands of Other Property Owners**

If any part of IPA or Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and/or Network Upgrades is to be installed on property owned by persons other than IPA or Transmission Owner, IPA or Transmission Owner shall at Interconnection Customer's expense use efforts similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority, and to the extent consistent with state law, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove IPA or Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, and/or Network Upgrades upon such property.

### **5.14 Permits**

IPA or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses, and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations, as addressed in Appendix B to this Agreement.

### **5.15 Early Construction of Base Case Facilities**

Interconnection Customer may request IPA to construct, and IPA shall construct using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

### **5.16 Suspension**

Interconnection Customer reserves the right, upon written notice to IPA, to suspend at any time all work by IPA associated with the construction and installation of IPA's Interconnection Facilities and/or Network Upgrades required under this GIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and IPA's safety and reliability criteria.

In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which IPA (i) has incurred pursuant to this GIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which IPA cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, IPA shall obtain Interconnection Customer's authorization to do so. Interconnection Customer shall also be obligated to pay any applicable penalties associated with the suspension, pursuant to Section 3.7 of the GIP.

IPA shall invoice Interconnection Customer for such costs pursuant to Article 12 and shall use due diligence to minimize its costs. Except as provided in Article 5.16.2 below, in the event Interconnection Customer suspends work by Transmission Provider required under this GIA pursuant to this Article 5.16, and has not requested IPA to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to IPA, if no effective date is specified.

#### **5.16.1 Effect of Misused Interconnection Customer GIA Milestones**

If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer GIA Milestone provided in Appendix B ("GIA Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, IPA's GIA Milestones may be revised, following consultation with Interconnection

Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective GIA Milestones.

### **5.16.2 Effect of Suspension; Parties Obligations**

In the event that Interconnection Customer suspends work pursuant to this Article 5.16, the applicable construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension. Should Interconnection Customer thereafter request that work be recommenced, Appendix A and Appendix B may be revised to account for construction sequencing and modified milestones. If the Commercial Operation Date is extended beyond three (3) cumulative years described in Section 4.4.5 of the GIP and Article 2.3.1 of this GIA, such an extension may be considered a Material Modification and result in the termination of the GIA under Article 2.3.1. Interconnection Customer is required to maintain Site Control while this GIA is in effect, including during suspension.

## **5.17 Taxes**

### **5.17.1 Interconnection Customer Payments Not Taxable**

The Parties intend that all payments or property transfers made by Interconnection Customer to IPA for the installation of IPA 's Interconnection Facilities and the Network Upgrade(s) shall be non-taxable, consistent with status of IPA as a political subdivision of the State of Utah under applicable tax law and regulations.

### **5.17.2 Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon IPA**

Notwithstanding Section 15.17.1, Interconnection Customer shall protect, indemnify and hold harmless IPA from the cost consequences of any current tax liability imposed against IPA as the result of payments or property transfers made by Interconnection Customer under this Agreement for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by IPA.

### **5.17.3 Taxes Other Than Income Taxes**

Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, IPA may appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against IPA for which Interconnection Customer may be required to reimburse IPA under the terms of this Agreement. Interconnection Customer shall pay to IPA on a periodic basis, as invoiced by IPA, IPA's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and IPA shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or

cannot be deferred, no amount shall be payable by Interconnection Customer to IPA for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by IPA.

#### **5.17.4 Property and Other Taxes**

The Interconnection Customer shall use reasonable efforts to have any taxing authority imposing any property taxes or assessments on the Interconnection Customer's interconnection facilities, impose such taxes or assessments directly upon the Interconnection Customer on the basis of its ownership interest in the Interconnection Facilities. In the event such tax authorities hold the IPA liable for property taxes or voluntary payments in lieu thereof in accordance with the IPA's normal practices ("in lieu payments") on the Interconnection Customer's Interconnection Facilities, all such property taxes (or in lieu payments) or other taxes will be billed to and paid by the Interconnection Customer.

#### **5.18 Tax Status**

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this GIA is intended to adversely affect any IPA's tax exempt status with respect to the issuance of bonds including, but not limited to, Tax Exempt and Tax Credit Bonds (as defined in Section 13.6.1 of the GIP).

#### **5.19 Modification**

##### **5.19.1 General**

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility.

The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may

agree), an estimate of any additional modifications to the Transmission System, IPA's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

### **5.19.2 Future Interconnections**

IPA may undertake, or may require Interconnection Customer to undertake (at the sole cost and expense of any future interconnection customer), modifications to Interconnection Customer's Interconnection Facilities reasonably required to accommodate the future interconnection, provided, however, that Interconnection Customer shall not be required to take any action that would unreasonably interfere with the operation of the Generating Facility.

### **5.19.3 Standards**

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

### **5.19.4 Modification Costs**

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that IPA makes to IPA's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to IPA's Interconnection Facilities or the Transmission System. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

## **5.20 Bond Financing**

Notwithstanding anything in this Agreement to the contrary, IPA shall not be required to perform any obligation hereunder or take any action in furtherance thereof that, in the sole opinion of IPA's Bond Counsel, creates a risk that the use of any portion of the IPA Switchyard (or any other assets of IPA) in the manner provided in this Agreement will be treated as "private business use" under (and as defined in) section 141(b)(6) of the Internal Revenue Code; provided, however, that the foregoing shall not be applicable if Interconnection Customer first pays to IPA all costs and expenses of mitigating the effects of such private business use, including but not limited to the costs and expenses of IPA taking appropriate remedial action as directed by its Bond Counsel, in its Bond Counsel's sole opinion required to eliminate such private business use, unless IPA shall reasonably determine to otherwise make provision for such remediation of such private business use.

## **5.21 Conformance with NERC and WECC Reliability Requirements.**

Interconnection Customer must abide by all Applicable Reliability Standards and WECC criteria, including, but not limited to:

- (a) Coordination of joint studies of new facilities and their impacts on the interconnected transmission systems;
- (b) Notification of new or modified facilities to others (those responsible for the reliability of the interconnected transmission systems) as soon as feasible;
- (c) Voltage level and MW and MVAR capacity or demand at point of connection;
- (d) Breaker duty and surge protection;
- (e) System protection and coordination;
- (f) Metering and telecommunications;
- (g) Grounding and safety issues;
- (h) Insulation and insulation coordination;
- (i) Voltage, Reactive Power, and power factor control;
- (j) Power quality impacts;
- (k) Equipment Ratings;
- (l) Synchronizing of facilities;
- (m) Maintenance coordination;
- (n) Operational issues (abnormal frequency and voltages);
- (o) Inspection requirements for existing or new facilities;
- (p) Communications and procedures during normal and emergency operating conditions; and
- (q) Cyber Security.

More general requirements are identified within various articles of this Agreement.

## **Article 6: Testing and Inspection**

### **6.1 Pre-Commercial Operation Date Testing and Modifications**

Prior to the Commercial Operation Date, IPA shall test IPA's Interconnection Facilities and Network Upgrades and Interconnection Customer shall test the Generating Facility and Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing and measurement may be required after initial operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.

### **6.2 Post-Commercial Operation Date Testing and Modifications**

Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.

### **6.3 Right to Observe Testing**

Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party has the right, at its own expense, to observe such testing.

### **6.4 Right to Inspect**

Each Party shall have the right, but shall have no obligation to: (i) observe the other Party's tests and/or inspection of any of its System Protection Facilities and other protective equipment, including Power System Stabilizers; (ii) review the settings of the other Party's System Protection Facilities and other protective equipment; and (iii) review the other Party's maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Party. The exercise or non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

## **Article 7: Metering**

### **7.1 General**

Each Party shall comply with the Applicable Reliability Council requirements. Unless otherwise agreed by the Parties, IPA shall install Metering Equipment at the Point of Interconnection prior to any operation of the Generating Facility and shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at IPA's option, compensated to, the Point of Interconnection. IPA shall provide metering quantities, in analog and/or digital form, to Interconnection Customer upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.

### **7.2 Check Meters**

Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check IPA's meters. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by IPA or its designee. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.

### **7.3 Standards**

IPA shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.

### **7.4 Testing of Metering Equipment**

IPA shall inspect and test all IPA-owned Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by Interconnection Customer, IPA shall, at Interconnection Customer's expense, inspect or test Metering Equipment more frequently than every two (2) years. IPA shall give reasonable notice of the time when any inspection or test shall take place, and Interconnection Customer may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to IPA's failure to maintain, then IPA shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent from the measurement made by the standard meter used in the test, IPA shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the

Metering Equipment equal to one-half the time from the date of the last previous test of the Metering Equipment.

## **7.5 Metering Data**

At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by IPA and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

## **Article 8: Communications**

### **8.1 Interconnection Customer Obligations**

Interconnection Customer shall maintain satisfactory operating communications with IPA's Transmission System dispatcher or representative designated by IPA. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to IPA as set forth in Appendix D, Security Arrangements Details, to this Agreement. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by IPA. Any required maintenance of such communications equipment shall be performed by Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

### **8.2 Remote Terminal Unit**

Prior to the Initial Synchronization Date of the Generating Facility, a Remote Terminal Unit, or equivalent data collection and transfer equipment acceptable to the Parties, shall be installed by Interconnection Customer, or by IPA at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by IPA through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by IPA and Interconnection Customer shall supply data in accordance with this communication protocol, including but not limited to: (1) real-time analog data which must be telemetered directly to the location(s) specified by IPA; (2) status points; (3) accumulators; (4) control points; and (5) any other operating data requested by IPA, and as further detailed in the Business Practice.

Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

### **8.3 No Annexation**

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

### **8.4 Provision of Data from a Variable Energy Resource**

The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to IPA to the extent necessary for IPA's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide IPA with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide IPA with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. IPA and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to IPA regarding all forced outages to the extent necessary for IPA's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to IPA, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by IPA. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this GIA, as they may change from time to time.

## **Article 9: Operations**

### **9.1 General**

Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

### **9.2 Balancing Authority Area Notification**

At least three months before Initial Synchronization Date, Interconnection Customer shall notify IPA in writing of the Balancing Authority Area in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility in a Balancing Authority Area other than the Balancing Authority Area in which the Generating

Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Balancing Authority Area .

### **9.3 IPA Obligations**

IPA shall cause the Transmission System and IPA's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with this GIA. IPA may provide operating instructions to Interconnection Customer consistent with this GIA and IPA's operating protocols and procedures as they may change from time to time. IPA will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

### **9.4 Interconnection Customer Obligations**

Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of the Balancing Authority Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA. If the output of the Generating Facility at the Point of Interconnection exceeds the maximum capacity specified in Appendix C to this Agreement, IPA, at its sole discretion, shall have the right to disconnect the Generating Facility until Interconnection Customer has demonstrated to IPA's satisfaction that sufficient controls are in place to limit the output of the Generating Facility at the Point of Interconnection to the maximum capacity specified in Appendix C to this Agreement. Interconnection Customer shall be fully responsible for any Adverse System Impact that is attributable to the Generating Facility exceeding the maximum capacity at the Point of Interconnection.

### **9.5 Start-Up and Synchronization**

Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to IPA's Transmission System.

## 9.6 Reactive Power and Primary Frequency Response: .

### 9.6.1 Power Factor Design Criteria

#### 9.6.1.1 Synchronous Generation:

Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging pursuant to IEEE Standard 2800-2022, with a reference point of applicability (RPA) at the IPA Switchyard, unless IPA has established different requirements that apply to all synchronous generators in the Balancing Authority Area on a comparable basis. The voltages identified in IEEE 2800-2022 Figure 8 that apply at the Intermountain Power Plant (IPP) (note: 1 pu = 345kV) are specified below:

Voltage Level	PU Value	Voltage
Base Voltage	1	345kV
V1	.9	310.5kV
V2	1	345kV
V3	1.04	358.8kV
V4	1.05	362.25kV
V5	1.1	379.5kV

#### 9.6.1.2 Non-Synchronous Generation

Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging pursuant to IEEE Standard 2800-2022, with a reference point of applicability (RPA) at the IPA Switchyard, unless IPA has established a different power factor range that applies to all nonsynchronous generators in the Balancing Authority Area on a comparable basis. The voltages identified in IEEE 2800-2022 Figure 8 that apply at the Intermountain Power Plant (IPP) (note: 1 pu = 345kV) are specified below:

Voltage Level	PU Value	Voltage
Base Voltage	1	345kV
V1	.9	310.5kV
V2	1	345kV
V3	1.04	358.8kV

V4	1.05	362.25kV
V5	1.1	379.5kV

This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two.

## 9.6.2 Voltage Schedules

Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, IPA shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). IPA's voltage schedules shall treat all sources of reactive power in the Balancing Authority Area in an equitable and not unduly discriminatory manner. IPA shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission System. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the System Operator

### 9.6.2.1 Voltage Regulators

Whenever the Generating Facility is operated in parallel with the Transmission System and the voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify IPA's system operator, or its designated representative and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Balancing Authority Area on a comparable basis.

### **9.6.3 No Payment for Reactive Power**

IPA shall have no liability or duty to pay Interconnection Customer for Reactive Power that Interconnection Customer provides from the Generating Facility as a result of operation of the Generating Facility outside the limits set forth in Section 9.6.1. If, as a result of the provision of backfeed power to the Generating Facility by a third party or as a result of Interconnection Customer's operation of the Generating Facility outside the limits set forth in Section 9.6.1, Interconnection Customer absorbs Reactive Power in excess of such limits, Interconnection Customer shall pay IPA the reasonably determined value of the absorbed Reactive Power.

### **9.6.4 Primary Frequency Response**

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and  $\pm 0.036$  Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify IPA that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Generating Facilities.

#### **9.6.4.1 Governor or Equivalent Controls:**

Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with IPA and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of  $\pm 0.036$  Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to IPA and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify IPA and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

#### **9.6.4.2 Timely and Sustained Response**

Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A FERC-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

### **9.6.4.3 Exemptions**

Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this Agreement. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this Agreement.

### **9.6.4.4 Electric Storage Resources**

Interconnection Customer interconnecting an Electric Storage Resource shall establish an operating range in Appendix C of its GIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this Agreement. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by IPA and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop

parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

## **9.7 Outages and Interruptions**

### **9.7.1 Outages**

#### **9.7.1.1 Outage Authority and Coordination:**

Each Party may in accordance with Good Utility Practice in coordination with the other Party remove from service any of its respective Interconnection Facilities or Network Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

#### **9.7.1.2 Outage Schedules:**

IPA shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to IPA for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. IPA may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. IPA shall compensate Interconnection Customer for up to 50% for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent IPA's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

#### **9.7.1.3 Outage Restoration**

If an outage on a Party's Interconnection Facilities or Network Upgrades adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition

consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

## **9.7.2 Interruption of Service**

If required by Good Utility Practice to do so, IPA may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect IPA's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

### **9.7.2.1**

The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

### **9.7.2.2**

Any such interruption or reduction shall be made on an equitable, nondiscriminatory basis with respect to all generating facilities directly connected to the Transmission System;

### **9.7.2.3**

When the interruption or reduction must be made under circumstances which do not allow for advance notice, IPA shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

### **9.7.2.4**

Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, IPA shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. IPA shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and IPA;

#### **9.7.2.5**

The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

### **9.7.3 Under-Frequency and Over Frequency Conditions**

The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an underfrequency system disturbance. Interconnection Customer shall implement underfrequency and over-frequency relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Generating Facility response to frequency deviations of pre-determined magnitudes, both under-frequency and over-frequency deviations, shall be studied and coordinated with IPA in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice.

### **9.7.4 System Protection and Other Control Requirements**

#### **9.7.4.1 System Protection Facilities**

Interconnection Customer shall, at its expense, install, operate and maintain System Protection Facilities as a part of the Generating Facility or Interconnection Customer’s Interconnection Facilities. IPA shall install at Interconnection Customer’s expense any System Protection Facilities that may be required on IPA’s Interconnection Facilities or the Transmission System as a result of the interconnection of the Generating Facility and Interconnection Customer’s Interconnection Facilities.

#### **9.7.4.2**

Each Party’s protection facilities shall be designed and coordinated with other systems in accordance with Good Utility Practice.

#### **9.7.4.3**

Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

#### **9.7.4.4**

Each Party’s protective relay design shall incorporate the necessary test switches to perform the tests required in Article 6. The required test

switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of Interconnection Customer's units.

#### **9.7.4.5**

Each Party will test, operate and maintain System Protection Facilities in accordance with Good Utility Practice.

#### **9.7.4.6**

Prior to the In-Service Date, and again prior to the Commercial Operation Date, each Party or its agent shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, each Party shall perform both calibration and functional trip tests of its System Protection Facilities. These tests do not require the tripping of any in-service generation unit. These tests do, however, require that all protective relays and lockout contacts be activated.

### **9.7.5 Requirements for Protection**

In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission System not otherwise isolated by IPA's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability located between the Generating Facility and the Transmission System at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission System could adversely affect the Generating Facility.

### **9.7.6 Power Quality**

Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1-1989, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI

Standard C84.1-1989, or any applicable superseding electric industry standard, ANSI Standard C84.1-1989, or the applicable superseding electric industry standard, shall control.

## **9.8 Switching and Tagging Rules**

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

## **9.9 Use of Interconnection Facilities by Third Parties**

### **9.9.1 Purpose of Interconnection Facilities**

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

### **9.9.2 Third Party Users**

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use IPA's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by IPA, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by IPA, all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology.

## **9.10 Disturbance Analysis Data Exchange**

The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or IPA's Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

## **Article 10: Maintenance**

### **10.1 IPA Obligations**

IPA shall maintain the Transmission System and IPA's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

### **10.2 Interconnection Customer Obligations**

Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA.

### **10.3 Coordination**

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

### **10.4 Secondary Systems**

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

### **10.5 Operating and Maintenance Expenses**

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of IPA's Interconnection Facilities.

## **Article 11: Performance Obligation**

### **11.1 Interconnection Customer Interconnection Facilities**

Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A,

Interconnection Facilities, Network Upgrades and Distribution Upgrades, at its sole expense.

## **11.2 IPA's Interconnection Facilities**

IPA or Transmission Owner shall design, procure, construct, install, own and/or control IPA's Interconnection Facilities described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades, at the sole expense of the Interconnection Customer.

## **11.3 Network Upgrades and Distribution Upgrades**

IPA or Transmission Owner shall design, procure, construct, install, and own the Network Upgrades and Distribution Upgrades described in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades. The Interconnection Customer shall be responsible all costs related to Distribution Upgrades. Unless IPA or Transmission Owner elects to fund the capital for the Network Upgrades, they shall be solely funded by Interconnection Customer.

## **11.4 Transmission Credits**

### **11.4.1 Repayment of Amounts Advanced for Network Upgrades**

IPA is a non-public utility. IPA and Interconnection Customer agree to waive the crediting policy and reimbursement obligations applicable to public utility transmission providers.

Notwithstanding the foregoing, if an Affected System is identified in the evaluation of the Interconnection Request or Interconnection Service, Interconnection Customer and Affected System Operator will comply with the crediting policy or reimbursement obligations of the Affected System Operator without any cost allocation to IPA.

If the Generating Facility fails to achieve Commercial Operation, but it or another Generating Facility is later constructed and makes use of the Network Upgrades, the Affected System Operator and Interconnection Customer shall comply with the crediting and reimbursement policy of the Affected System Operator without any cost allocation to IPA.

### **11.4.2 Special Provisions for Affected Systems**

Interconnection Customer and Affected System Operator shall enter into an agreement that provides for compliance with the crediting policy or reimbursement obligations of the Affected System Operator without any such costs being allocated to or imposed upon IPA.

### **11.4.3 [Reserved]**

## **11.5 Provision of Security**

At least thirty (30) Calendar Days prior to the commencement of the procurement, installation, or construction of a discrete portion of a IPA's Interconnection Facilities, Network Upgrades, or Distribution Upgrades, Interconnection Customer shall provide IPA, at Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to IPA and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the costs for constructing, procuring and installing the applicable portion of IPA's Interconnection Facilities, Network Upgrades, or Distribution Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to IPA for these purposes.

In addition:

### **11.5.1**

The guarantee must be made by an entity that meets the creditworthiness requirements of IPA, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.

### **11.5.2**

The letter of credit must be issued by a financial institution reasonably acceptable to IPA and must specify a reasonable expiration date.

### **11.5.3**

The surety bond must be issued by an insurer reasonably acceptable to IPA and must specify a reasonable expiration date.

## **11.6 [RESERVED]**

## **11.7 Data Modeling Requirements for Inverter-Based Resources**

IPA requires Interconnection Customer with Inverted-Based Resources to submit all modeling data as required in IPA's Business Practices.

## **Article 12: Invoice**

### **12.1 General**

Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including

interest payments, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

## **12.2 Final Invoice**

Within six months after completion of the construction of IPA's Interconnection Facilities and the Network Upgrades, IPA shall provide an invoice of the final cost of the construction of IPA's Interconnection Facilities and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. IPA shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

## **12.3 Payment**

Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this GIA.

## **12.4 Disputes**

In the event of a billing dispute between IPA and Interconnection Customer, IPA shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to IPA or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute; provided however, if Interconnection Customer opts to utilize an escrow account Interconnection Customer shall be responsible for all administrative and financial obligations associated with setting up and maintaining the independent escrow account until resolution of the dispute without any involvement of or reimbursement by IPA. If Interconnection Customer fails to meet these two requirements for continuation of service, then IPA may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accordance with the methodology set forth in FERC regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

## **Article 13: Emergencies**

### **13.1 Obligations**

Each Party shall comply with the Emergency Condition procedures of the applicable ISO/RTO, NERC, the Applicable Reliability Council, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

## **13.2 Notice**

IPA shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects IPA's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify IPA promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or IPA's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or IPA's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

## **13.3 Immediate Action**

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of IPA, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by IPA or otherwise regarding the Transmission System.

## **13.4 IPA Authority**

### **13.4.1 General**

IPA may take whatever actions or inactions with regard to the Transmission System or IPA's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or IPA's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

IPA shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. IPA may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of IPA's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the

Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

#### **13.4.2 Reduction and Disconnection**

IPA may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of a transmission provider pursuant to a tariff. When IPA can schedule the reduction or disconnection in advance, IPA shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. IPA shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and IPA. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

#### **13.5 Interconnection Customer Authority**

Consistent with Good Utility Practice, Applicable Reliability Standards, and this GIA and the GIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and IPA's Interconnection Facilities. IPA shall use Reasonable Efforts to assist Interconnection Customer in such actions.

#### **13.6 Limited Liability**

Neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

### **Article 14: Regulatory Requirements and Governing Law**

#### **14.1 Regulatory Requirements**

Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection

Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 1935, as amended, or the Public Utility Regulatory Policies Act of 1978.

## **14.2 Governing Law**

### **14.2.1**

The validity, interpretation and performance of this GIA and each of its provisions shall be governed by and enforced in accordance with the laws of the State of Utah, as if executed and to be performed wholly within the State of Utah.

### **14.2.2**

This GIA is subject to all Applicable Laws and Regulations.

### **14.2.3**

Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority. Nothing in this GIA shall be meant to imply or cede jurisdiction to FERC or any other regulatory entity, to the extent that FERC or other regulatory entity does not have jurisdiction over a Party to this GIA. FERC and other regulatory entities have limited jurisdiction over certain Parties and, by executing this Agreement, no Party is waiving or conceding any defenses it has to assert jurisdictional defenses, including, but not limited to, sovereign immunity, intergovernmental immunities, or lack of subject matter jurisdiction.

## **Article 15: Notices**

### **15.1 General**

Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

### **15.2 Billings and Payments**

Billings and payments shall be sent to the addresses set out in Appendix F.

### **15.3 Alternative Forms of Notice**

Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

### **15.4 Operations and Maintenance Notice**

Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

## **Article 16: Force Majeure**

### **16.1 Force Majeure**

#### **16.1.1**

Economic hardship is not considered a Force Majeure event.

#### **16.1.2**

A Party shall not be considered to be in Default in the performance of any of its obligations under this Agreement when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence (which does not require the affected Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance), such Party is unable to prevent, mitigate, or fulfill any obligation hereunder (other than an obligation to pay money when due) and provides immediate notice as soon as reasonably possible of the Force Majeure to the other Party after becoming aware thereof ("Force Majeure Immediate Notice"), subject to the additional requirement of a Force Majeure Written Notice set forth in Article 16.1.2.

#### **16.1.3**

A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall provide the Force Majeure Immediate Notice pursuant to Article 16.1.1 and shall further provide a written detailed description of the full particulars of such Force Majeure to the other Party no later than thirty (30) calendar days after the initial occurrence of the claimed Force Majeure ("Force Majeure Written Notice"), which such notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The affected Party that timely provides both the Force Majeure Immediate Notice and the Force Majeure Written Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time the Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If, after

satisfying the notice requirements set forth above, the unaffected Party reasonably concludes that a Force Majeure or its impact on the affected Party or any facility including the Transmission System will continue (i) for a period of 180 or more consecutive calendar days, or (ii) for an aggregate period of 270 or more nonconsecutive calendar days in the case of any claimed Force Majeure event or series of claimed Force Majeure events, the unaffected Party shall have the right to terminate this Agreement effective upon notice to the affected Party.

## **Article 17: Default**

### **17.1 Default**

#### **17.1.1 General**

No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the Breaching Party. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

#### **17.1.2 Right to Terminate**

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this GIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this GIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this GIA.

## **Article 18: Indemnity, Consequential Damages, and Insurance**

### **18.1 Indemnity**

The Parties shall at all times indemnify, defend, and hold harmless the other Parties, their respective officials (elected or appointed), Boards, officers, managers, agents, employees, assigns and successors in interest, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of experts and consultants), or losses of any kind or nature whatsoever including, death, bodily injury or personal injury to any person, damage or destruction to any property (financial, physical,

or intellectual) by or to third parties (collectively, “Losses”) arising by reason of or incident to or directly or indirectly related to the other Party’s acts, errors or omissions, performance or non-performance or Breach of any of their obligations of or under this GIA, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

## **18.2 Consequential Damages**

In no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, business interruption, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

## **18.3 Insurance – Applicable Terms and Conditions**

### **18.3.1 Additional Insured Status Required**

Interconnection Customer shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The insurance shall also by specific endorsement(s) attached to such policies, include, Intermountain Power Agency (“IPA”), its Board of Directors, its operating agent the City of Los Angeles Department of Water and Power (“LADWP”), LADWP’s Board of Commissioners (hereinafter referred to as “Board”), and all of IPA’s officers, employees and agents, their successors and assigns, as Additional Insureds (except for Worker’s Compensation) against the area of risk described herein as respects Interconnection Customer’s acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Interconnection Customer. Such insurance shall not limit or qualify the liabilities and obligations of the Interconnection Customer assumed under the contract.

### **18.3.2 Severability of Interests and Cross Liability Required**

Each specified insurance policy (other than Workers’ Compensation and Employers’ Liability and Property coverage) shall contain a Severability of Interest and Cross Liability clause which states in effect, “It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability,” and a Contractual Liability Endorsement which shall state in effect, “Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the Intermountain Power Agency.”

### **18.3.3 Primary and Non-Contributory Insurance Required**

All such insurance shall be Primary and Noncontributing with any other insurance held by IPA where liability arises out of or results from the acts or omissions of Interconnection Customer, its agents, employees, officers, assigns, or any person

or entity acting for or on behalf of Interconnection Customer. Any insurance carried by IPA which may be applicable shall be deemed to be excess insurance and the Interconnection Customer's insurance is primary for all purposes despite any conflicting provision in the Interconnection Customer's policies to the contrary.

#### **18.3.4 Deductibles Subject to IPA's Discretion**

Deductibles and/or self-insured retentions shall be at the sole discretion of IPA's Risk Manager. IPA shall have no liability for any premiums charged for such coverage(s). The inclusion of IPA, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Interconnection Customer in its operations.

#### **18.3.5 Proof of Insurance for Renewal or Extension Required**

At least thirty (30) days after the expiration date of any of the policies required on the attached Contract Insurance Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with IPA. If such coverage is canceled or reduced in coverage, Interconnection Customer shall, within fifteen (15) days of such cancellation or reduction of coverage, file with IPA evidence that the required insurance has been reinstated or provided through another insurance company or companies.

#### **18.3.6 Submission of Acceptable Proof of Insurance and Notice of Cancellation**

Interconnection Customer shall provide proof to IPA's Risk Manager of all specified insurance and related requirements using either an Acord certificate of insurance along with any required scheduled endorsements, or using IPA's own endorsement form(s) or using other written evidence of insurance acceptable to IPA's Risk Manager, but always in a form acceptable to IPA's Risk Manager. The documents evidencing all specified coverages shall be filed with IPA prior to Interconnection Customer beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for IPA was attached to a specific policy, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice by first class mail or electronic mail to IPA's Risk Manager at least (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

[INSERT ADDRESS]

### **18.3.7 Claims-Made Insurance Conditions**

Should any portion of the required insurance be on a “Claims Made” policy, the Interconnection Customer shall, at the policy expiration date following completion of work, provide evidence that the “Claims Made” policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

### **18.3.8 Failure to Maintain and Provide as Cause for Termination**

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which IPA may immediately terminate or suspend the agreement.

### **18.3.9 Periodic Right to Review/Update Insurance Requirements**

IPA and Interconnection Customer agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by IPA’s Risk Manager/City Attorney, who may thereafter require Interconnection Customer to adjust the amounts and types of insurance coverage however IPA’s Risk Manager/City Attorney deems to be adequate and necessary. IPA reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

### **18.3.10 Specific Insurance Requirements**

See Attachment “Contract Insurance Requirements.”

### **18.3.11 Sub-Contractor Compliance**

Interconnection Customer shall be responsible for all sub-contractors’. Interconnection Customer shall require all subcontractors performing any work to maintain insurance limits in accordance with Interconnection Customer’s standard agreements with such subcontractors.

### **18.3.12 Limitation of Liability and Release**

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

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

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

### **18.3.13 Reporting**

The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

## **Article 19: Assignment**

### **19.1 Assignment**

This GIA may be assigned by either Party only with the written consent of the other; provided that, either Party may assign this GIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of IPA, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify IPA of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify IPA of the date and particulars of any such exercise of assignment right(s), including providing the IPA with proof that it meets the requirements of Articles 11.5 and 18.3.

Any attempted assignment that violates this article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed. The General Manager of IPA, and/or his/her designee, is authorized to grant the consents contemplated by this Article 19.1 on behalf of IPA.

## **Article 20: Severability**

### **20.1 Severability**

If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any third party, but only if such third party is not acting at the direction of IPA) seeks and obtains such a final determination with respect to any provision of the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

## **Article 21: Comparability**

### **21.1 Comparability**

The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

## **Article 22: Confidentiality**

### **22.1 Confidentiality**

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

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

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

#### **22.1.1 Term**

During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

### **22.1.2 Scope**

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of the GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

### **22.1.3 Release of Confidential Information**

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

### **22.1.4 Rights**

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

### **22.1.5 No Warranties**

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

#### **22.1.6 Standard of Care**

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

#### **22.1.7 Order of Disclosure**

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

#### **22.1.8 Termination of Agreement**

Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

#### **22.1.9 Remedies**

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

### **22.1.10 Disclosure to FERC, its Staff, or a State**

Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR 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 this GIA, 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 to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Party to the GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR section 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

Notwithstanding this Article 22 or any other provision of this GIA, Interconnection Customer agrees and acknowledges that disclosure by IPA, the Los Angeles Department of Water and Power, or the Intermountain Power Service Corporation pursuant to the public records/open meetings laws of the State of California or the State of Utah shall not be a breach, and none of IPA, the Los Angeles Department of Water and Power, the Intermountain Power Service Corporation or any of their respective boards, directors, officers, agents, representatives, employees, assigns and successors in interest shall have any liability in connection therewith.

### **22.1.11**

Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this GIA (“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 GIA or as a transmission service provider or a Balancing Authority Area operator including disclosing the Confidential Information to an RTO or ISO or to a regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party’s Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the

Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

#### **22.1.12 GRAMA, CPRA, and Brown Act**

In addition to the foregoing provisions under this Article 22, Interconnection Customer acknowledges that IPA or Operating Agent are subject to disclosure as required by the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. (“GRAMA”), the California Public Records Act, Cal. Govt. Code §§6250 et seq. (“CPRA”) and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et. seq. (“Brown Act”). Requests for information made directly to IPA pursuant to GRAMA or CPRA will be managed in a similar manner identified within Article 22.1.11. For purposes of the Brown Act, the Parties shall adhere to the provisions of Article 22.1 to maintain confidentiality.

### **Article 23: Environmental Releases**

Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

### **Article 24: Information Requirements**

#### **24.1 Information Acquisition**

IPA and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.

#### **24.2 Information Submission by IPA**

The initial information submission by IPA shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis IPA shall provide Interconnection Customer a status report on the construction and installation of IPA’s Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

### **24.3 Updated Information Submission by Interconnection Customer**

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to IPA for the Cluster Study and Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with IPA standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to IPA pursuant to the Interconnection Study Agreement between IPA and Interconnection Customer, then IPA will conduct appropriate studies to determine the impact on IPA's Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

### **24.4 Information Supplementation**

Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to IPA for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide IPA any information changes due to equipment replacement, repair, or adjustment. IPA shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent IPA-owned substation that may affect Interconnection Customer's Interconnection Facilities

equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

## **Article 25: Information Access and Audit Rights**

### **25.1 Information Access**

Each Party (the “disclosing Party”) shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.

### **25.2 Reporting of Non-Force Majeure Events**

Each Party (the “notifying Party”) shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this GIA.

### **25.3 Audit Rights**

Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party’s accounts and records pertaining to either Party’s performance or either Party’s satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Party’s costs, calculation of invoiced amounts, IPA’s efforts to allocate responsibility for the provision of reactive support to the Transmission System, IPA’s efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party’s actions in an Emergency Condition. Any audit authorized by this article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party’s performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

### **25.4 Audit Rights Periods**

#### **25.4.1 Audit Rights Period for Construction-Related Accounts and Records**

Accounts and records related to the design, engineering, procurement, and construction of IPA’s Interconnection Facilities and Network Upgrades shall be

subject to audit for a period of twenty-four months following IPA's issuance of a final invoice in accordance with Article 12.2.

#### **25.4.2 Audit Rights Period for All Other Accounts and Records**

Accounts and records related to either Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

#### **25.5 Audit Results**

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

### **Article 26: Subcontractors**

#### **26.1 General**

Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

#### **26.2 Responsibility of Principal**

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall IPA be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

#### **26.3 No Limitation by Insurance**

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

## **Article 27: Disputes**

### **27.1 Submission**

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the GIA, the GIP, 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 GIA; provide that, any dispute arising out of or relating to this GIA shall be brought in a state or federal court in the State of Utah. Each Party irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of Utah and waive any defense of *forum non conveniens*.

### **27.2 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”); provided, however, in the event of a conflict between the Arbitration Rules and the terms of this Article 27, the terms of this Article 27 shall prevail.

### **27.3 Arbitration Decisions**

Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the GIA and GIP and shall have no power to modify or change any provision of the GIA and GIP in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds

that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act.

#### **27.4 Costs**

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

### **Article 28: Representations, Warranties, and Covenants**

#### **28.1 General**

Each Party makes the following representations, warranties and covenants:

##### **28.1.1 Good Standing**

Such Party is duly organized, validly existing and, in the case of the Interconnection Customer, in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.

##### **28.1.2 Authority**

Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law), and, in the case of IPA, the limitations on legal remedies against municipal corporations in the State of California.

##### **28.1.3 No Conflict**

The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.

#### **28.1.4 Consent and Approval**

Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

### **Article 29: Joint Operating Committee**

#### **29.1 Joint Operating Committee**

Except in the case of ISOs and RTOs, IPA shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and IPA shall each appoint one representative and one alternate to the Joint Operating Committee. Each Interconnection Customer shall notify IPA of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this GIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by the Joint Operating Committee, shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

**29.1.1** Establish data requirements and operating record requirements.

**29.1.2** Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.

**29.1.3** Annually review the one (1) year forecast of maintenance and planned outage schedules of IPA's and Interconnection Customer's facilities at the Point of Interconnection.

**29.1.4** Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.

**29.1.5** Ensure that information is being provided by each Party regarding equipment availability.

**29.1.6** Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

## **Article 30: Miscellaneous**

### **30.1 Binding Effect**

This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

### **30.2 Conflicts**

In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

### **30.3 Rules of Interpretation**

This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

### **30.4 Entire Agreement**

This GIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this GIA.

### **30.5 No Third-Party Beneficiaries**

This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

### **30.6 Waiver**

The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by either Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from IPA. Any waiver of this GIA shall, if requested, be provided in writing.

### **30.7 Headings**

The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

### **30.8 Multiple Counterparts**

This GIA may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by email shall be deemed original signatures.

### **30.9 Amendment**

The Parties may by mutual agreement amend this GIA by a written instrument duly executed by the Parties.

### **30.10 Modification by the Parties**

The Parties may by mutual agreement amend the Appendices to this GIA by an instrument duly executed by the Parties. Such written amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

### **30.11 Electronic Signatures**

This GIA may be executed in any number of counterparts, including in facsimile and electronic formats (including portable document format (.pdf)) and with the use of an

electronic or digital signature, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Any signature page of this GIA may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon.

### **30.12 No Partnership**

This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this GIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

**INTERMOUNTAIN POWER AGENCY**

**By:** \_\_\_\_\_  
**General Manager**

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

**And:** \_\_\_\_\_  
**Board Secretary**

**[Insert name of Interconnection Customer]**

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

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

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

**APPENDIX A TO GIA**

**Interconnection Facilities, Network Upgrades and Distribution Upgrades:**

**1: Interconnection Facilities**

**(a): [insert Interconnection Customer's Interconnection Facilities]**

**(b): [insert IPA's Interconnection Facilities]**

**2: Network Upgrades**

**(a): [insert Stand Alone Network Upgrades]:**

**(b): [insert Other Network Upgrades]:**

**3: Distribution Upgrades:**

**APPENDIX B TO GIA**

**Milestones**

## APPENDIX C TO GIA

### Interconnection Details:

#### **1: Interconnection Details**

**(a): [insert Interconnection Details]**

#### **2: Control Technologies and Protection Systems**

**(a): [insert control technologies and protection systems]**

#### **3: Actions and Obligations When Output Is Exceeding the Interconnection Service Level**

If the Generating Facility is exceeding its contracted Level of Interconnection Service, IPA will contact the Generator Operator and/or Generating Facility's Balancing Authority and issue an Operating Instruction to return the output to the contracted Level of Interconnection Service. If the Generator Operator and/or Generating Facility's Balancing Authority has not begun to reduce the Generating Facility's output to the contracted Level of Interconnection Service within the time period specified in the Operating Instruction, IPA can take action up to and including disconnection of the Generating Facility from the Transmission System at the Point of Interconnection.

## **APPENDIX D TO GIA**

### **Security Arrangements Details**

Infrastructure security of Transmission System equipment and operations and control hardware and software is essential to ensure day-to-day Transmission System reliability and operational security. FERC will expect that all IPAs, market participants, and Interconnection Customers interconnected to the Transmission System to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

**APPENDIX E TO GIA**

**Commercial Operation Date**

This Appendix E is a part of the GIA between IPA and Interconnection Customer.

**[Date]**

**[IPA Address]**

Re: \_\_\_\_\_ Generating Facility

Dear \_\_\_\_\_:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. \_\_\_\_\_. This letter confirms that **[Interconnection Customer]** commenced Commercial Operation of Unit No. \_\_\_\_\_ at the Generating Facility, effective as of **[Date plus one day]**.

Thank you.

**[Signature]**

**[Interconnection Customer Representative]**

**APPENDIX F TO GIA**

**Addresses for Delivery of Notices and Billings**

**Notices:**

**IPA:**

[To be supplied.]

**Interconnection Customer:**

[To be supplied.]

**Billings and Payments:**

**IPA:**

[To be supplied.]

**Interconnection Customer:**

[To be supplied.]

**Alternative Forms of Delivery of Notices (telephone, facsimile or email):**

**IPA:**

[To be supplied.]

**Interconnection Customer:**

[To be supplied.]

## **APPENDIX G TO GIA**

### **INTERCONNECTION REQUIREMENTS FOR A NON-SYNCHRONOUS GENERATING PLANT**

Appendix G sets forth requirements and provisions specific to a Non-Synchronous generating plant. All other requirements of this GIA continue to apply to Non-Synchronous generating plant interconnections

#### **A: Technical Standards Applicable to a Wind Generating Plant**

##### **Low Voltage Ride-Through (LVRT) Capability:**

A Non-Synchronous generating plant shall be able to remain online during voltage disturbances up to the time periods and associated voltage levels set forth in the standard below.

##### **Post-transition Period LVRT Standard**

All Non-Synchronous generating plants subject to FERC Order No. 661 and covered by the transition period described above must meet the following requirements:

1. Non-Synchronous generating plants are required to remain in-service during three-phase faults with normal clearing (which is a time period of approximately 4 – 9 cycles) and single line to ground faults with delayed clearing, and subsequent post-fault voltage recovery to prefault voltage unless clearing the fault effectively disconnects the generator from the system. The clearing time requirement for a three-phase fault will be specific to the Non-Synchronous generating plant substation location, as determined by and documented by the transmission provider. The maximum clearing time the Non-Synchronous generating plant shall be required to withstand for a three-phase fault shall be 9 cycles after which, if the fault remains following the location-specific normal clearing time for three-phase faults, the Non-Synchronous generating plant may disconnect from the transmission system. A Non-Synchronous generating plant shall remain interconnected during such a fault on the transmission system for a voltage level as low as zero volts, as measured at the high voltage side of the Non-Synchronous “GSU”.
2. This requirement does not apply to faults that would occur between the Non-Synchronous generator terminals and the high side of the GSU.
3. Non-Synchronous generating plants may be tripped after the fault period if this action is intended as part of a special protection system.
4. Non-Synchronous generating plants may meet the LVRT requirements of this standard by the performance of the generators or by installing additional equipment (e.g., Static VAR Compensator) within the Non-Synchronous generating plant or by a combination of generator performance and additional equipment.

5. Existing individual generator units that are, or have been, interconnected to the network at the same location at the effective date of the Appendix G LVRT Standard are exempt from meeting the Appendix G LVRT Standard for the remaining life of the existing generation equipment. Existing individual generator units that are replaced are required to meet the Appendix G LVRT Standard.

**i Power Factor Design Criteria (Reactive Power):**

The following reactive power requirements apply only to a newly interconnecting wind generating plant that has executed a Facilities Study Agreement as of the effective date the Final Rule establishing the reactive power requirements for non-synchronous generators in Section 9.6.1 of this GIA (Order No. 827). A Non-Synchronous generating plant to which this provision applies shall maintain a power factor within the range of 0.95 leading to 0.95 lagging pursuant to IEEE Standard 2800-2022, with a reference point of applicability (RPA) at the IPA Switchyard at the voltage levels set forth in Section 9.6.1. The power factor range standard can be met by using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors if agreed to by IPA, or a combination of the two. The Interconnection Customer shall not disable power factor equipment while the Non-Synchronous plant is in operation. Non-Synchronous plants shall also be able to provide sufficient dynamic voltage support in lieu of the power system stabilizer and automatic voltage regulation at the generator excitation system if the Cluster Study shows this to be required for system safety or reliability.

**ii Supervisory Control and Data Acquisition (SCADA) Capability:**

The Non-Synchronous plant shall provide SCADA capability to transmit data and receive instructions from IPA to protect system reliability. IPA and the Non-Synchronous plant Interconnection Customer shall determine what SCADA information is essential for the proposed Non-Synchronous plant, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.